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Regulations

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 9-11. Amdt. 1]

PART 1220—FEED

SET ASIDE REQUIREMENTS FOR PROCESSORS OF OILSEED FOR AUGUST, 1944

Paragraph (b) (5), § 1220.14, of War Food Order No. 9.11 (9 F.R. 7639) is hereby amended to read as follows:

(5) No processor shall be required to honor a certificate of Designated Buyer for oilseed meal set aside pursuant to this order unless the designated buyer furnishes the processor or his agent with (i) shipping instructions, and, in the case of a designated buyer other than a feeder, (ii) the statement required by paragraph (h) of War Food Order No. 9 (8 F.R. 16960, 9 F.R. 3475, 4319, 8767) before midnight of the expiration date shown on the certificate. If a processor elects not to honor a certificate of Designated Buyer pursuant to this paragraph, he shall return such certificate to the issuing office and he may dispose of the oilseed meal covered by such certificate free from the restrictions of this order. The expiration date for any certificate of Designated Buyer issued under this order shall be not later than August 15, 1944, unless a later date (but in no event later than August 21, 1944) is authorized by the Chief of the Feed Management Branch, Office of Production, War Food Administration. No processor, however, shall be required to honor any certificate bearing an expiration date later than August 15, 1944, unless required to do so by notice from the Chief of the Feed Management Branch received before midnight of that date. In such case, the processor will be required to honor Certificates of Designated Buyers bearing expiration dates later than August 15, 1944, but not later than August 21, 1944. Any oilseed meal set aside pursuant to this order for which the processor has received no certificate before midnight of August 15, 1944 (or later,

but not later than August 21, 1944, if the notice provided for herein is received from the Chief of the Feed Management Branch), may be disposed of by the processor free from the restrictions of this order: *Provided, however,* That the provisions of this paragraph shall not apply to oilseed meal required to be set aside by this order which has not heretofore been reported to the Director.

(54 Stat. 676; 55 Stat. 236; 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 9, 8 F.R. 16960; 9 F.R. 3475, 4319, 8767)

Issued this 5th day of August 1944.

D. A. FITZGERALD,
Acting Director of Production.

[F. R. Doc. 44-11801; Filed, August 9, 1944;
11:13 a. m.]

[WFO 9-13]

PART 1220—FEED

APPROVAL OF DELIVERIES OF PROTEIN MEAL IN TEXAS, OKLAHOMA AND NEW MEXICO

Pursuant to the authority vested in me by War Food Order No. 9 (formerly Food Production Order No. 9 (8 F.R. 16960, 9 F.R. 3475, 4319, 8767)) it is hereby ordered, that:

§ 1220.16 *Approval of deliveries of protein meal in Texas, Oklahoma, and New Mexico.* Effective September 1, 1944, no processor in Texas, Oklahoma or New Mexico shall deliver to any person, including a feeder, more than 500 pounds of protein meal within any thirty-day period unless such person, including a feeder, tenders at or before the time of delivery a signed statement approved, in the case of a feeder, by the County Agricultural Conservation Committee for the county in which the farm or ranch is located and, in the case of any other person, by the County Agricultural Conservation Committee for the county in which his place of business is located: *Provided, however,* That the requirements of this order shall not apply to deliveries of protein meal by a processor

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per unit. The following are now available:

- Book 1: Titles 1-3 (Presidential documents) with tables and index.
- Book 2: Titles 4-9, with index.
- Book 3: Titles 10-17, with index.
- Book 4: Titles 18-25, with index.
- Book 5, Part 1: Title 26, Parts 2-178.
- Book 5, Part 2: Title 26, completed; Title 27, with index.
- Book 6: Titles 28-32, with index.

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to a holder of a Certificate of Designated Buyer issued pursuant to War Food Order No. 9. The signed statement of the person receiving meal from any processor, and the approval of such statement by the County Agricultural Conservation Committee, shall be in substantially the following form:

The undersigned declares to his vendor and to the War Food Administration that he is familiar with the provisions of War Food Order No. 9 and 9-13 and that this purchase, acquisition, or acceptance of protein meal from such vendor is in compliance with the provisions of such orders.

Purchaser	_____
Date	_____
Address	_____

Approved for _____ of protein meal.
(tons) (pounds)

By _____
For the County Agricultural Conservation Committee of _____
County, _____

Date _____

Approval on behalf of the County Agricultural Conservation Committee as herein provided may be given by any member of the committee or by the administrative officer of the County Agricultural Conservation Association. The approval on behalf of the county committee shall be for a specified quantity of protein meal and such approval shall be given only if the delivery of such quantity is in accordance with the provisions of War Food Order No. 9.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 9, 8 F.R. 16960, 9 F.R. 3475, 4319, 8767)

Issued this 7th day of August 1944.

J. B. HURSON,
Director of Production.

[F. R. Doc. 44-11900; Filed, August 9, 1944; 11:13 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Regs., Serial No. 306]

GRADUATES OF NAVAL TRAINING SCHOOL, FORT WORTH, TEX.

ISSUANCE OF COMMERCIAL PILOT CERTIFICATES AND INSTRUMENT RATINGS

Repeal of Regulation Serial Number 231. Special civil air regulation.

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 3d day of May 1944.

Effective May 3, 1944, Regulation Serial Number 231 relating to the issuance of commercial pilot certificates and instrument ratings to graduates of the special course for the operation of Douglas DC-3 aircraft given at the Naval Training School, Fort Worth, Texas, adopted by the Civil Aeronautics Board on July 11, 1942, is hereby repealed.

(2 Stat. 984, 1007; U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-11890; Filed, August 9, 1944; 10:55 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amtd. 206]

PART 302—GENERAL LICENSES

CONTROLLED MATERIALS

Part 802 General Licenses is hereby amended by adding thereto § 802.31 as follows:

§ 802.31 *General License "GCMF"*—
(a) *Definitions.* When used in this section:

1. "Controlled material" shall mean the material listed in paragraph (b) of this section, in each case only, in the forms and shapes specified in Schedule 1 to CMP Regulation No. 1 of the War Production Board or as the same may be amended from time to time.

(b) Direction 53 to CMP Regulation No. 1 of the War Production Board provides that exporters may buy for shipment on general license in each calendar quarter not more than the amount of controlled material listed below for each single consignee by the use of the allotment symbol E-2. An exporter may buy this material only if he knows or has reason to believe that the consignee will use it for maintenance, repair or operating supplies (not including capital additions).

Pounds

Carbon steel (including wrought iron).....	6,000
Alloy steel.....	1,200
Copper and copper base alloy.....	300
Aluminum.....	500

(c) A general license designated "GCMF", is hereby granted authorizing the exportation to destinations in Group K as set forth in paragraph (a) of § 802.3 of this part, of controlled material which has been purchased in accordance with the provisions of Direction 53 to said CMP Regulation No. 1: *Provided*, That for each shipment made under this general license the following certification shall be endorsed on each Shipper's Export Declaration:

The undersigned certifies to the Foreign Economic Administration (1) that the materials covered by this shipment have been purchased in accordance with the provisions of Direction 53 for CMP Regulation No. 1 of the War Production Board and (2) that, to the best of his knowledge and belief, these materials will be used by the consignee only for maintenance, repair, and operating supplies (not including capital additions) and such use will be in accordance with existing conservation and limitation orders of the War Production Board.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 297, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320; Delegation of Authority No. 55, 9 F.R. 7512)

Dated: August 1, 1944.

WALTER FREEDMAN,
Deputy Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-11887; Filed, August 9, 1944;
10:30 a. m.]

PART 802—GENERAL LICENSES

GENERAL LICENSE FOR MEXICAN BORDER ZONE

Subparagraph (4) of paragraph (a) of § 802.27 *General License "G-MB"* is hereby amended by deleting therefrom

the words "which are obtainable without a preference rating issued or authorized by the War Production Board."

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320; Delegation of Authority No. 55, 9 F.R. 7512)

Dated: August 5, 1944.

WALTER FREEDMAN,
Deputy Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-11835; Filed, August 9, 1944;
10:30 a. m.]

[Amtd. 208]

PART 802—GENERAL LICENSES

GIFTS TO PRISONERS OF WAR AND INTERNEES

Section 802.16 *General License, gifts to prisoners of war and internees* is hereby amended in the following particulars: Subparagraph (3) of paragraph (a) is hereby amended to read as follows:

(3)—Only one gift parcel shall be sent to each prisoner or internee within any sixty day period, except that in addition to any other gift parcel one gift parcel of books weighing not more than five pounds may be sent by the same donor to the same prisoner or internee within any thirty day period, and two gift parcels of tobacco may be sent within any sixty day period to each prisoner or internee.

Subparagraph (4) of paragraph (a) is hereby amended to read as follows:

(4) There shall be affixed to each gift parcel except those containing books, an official label furnished the next of kin or beneficiary of the prisoner or internee by the U. S. Provost Marshal General's Office or a certificate or label furnished such next of kin or beneficiary by an appropriate recognized agency of the British Dominions and colonies. Each label shall be properly filled in according to the instructions of such office or agency. Wherever duplicate copies of a label are furnished one copy shall be placed inside the parcel.

Paragraph (b) is hereby amended to read as follows:

(b) *Special provisions for "tobacco" gifts.* Gifts of tobacco may be exported pursuant to this general license, provided the exportation is made, on behalf of a donor, by any tobacco company designated by the U. S. Provost Marshal General's Office and in accordance with the provisions of paragraph (a) of this section.

Paragraph (c) is hereby amended to read as follows:

(c) *Special provisions for "books" gifts.* Gifts of books may be exported pursuant to this general license, provided the exportation (1) is made, on behalf of a donor, by a bona fide book dealer or publisher, (2) contains no technical data as defined in § 806.1 of this subchapter,

(3) conforms to the requirements of the U. S. Office of Censorship, and (4) is made in accordance with the provisions of paragraph (a) of this section.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320; Delegation of Authority No. 55, 9 F.R. 7512)

Dated: August 5, 1944.

WALTER FREEDMAN,
Deputy Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-11836; Filed, August 9, 1944;
10:30 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 55 Stat. 176; E.O. 8024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3696, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6737.

PART 3292—AUTOMOTIVE VEHICLE PARTS AND EQUIPMENT

[Limitation Order L-153, as Amended Aug. 9, 1944]

PRODUCTION OF REPLACEMENT PARTS FOR MOTOR VEHICLES

Section 3292.46 *Limitation Order L-153* is hereby amended to read as follows:

The fulfillment of requirements for the defense of the United States having created a shortage in the supply of chromium, copper, nickel, and other materials required for the production of replacement parts for light, medium and heavy motor trucks, truck trailers, passenger carriers, off-the-highway motor vehicles, motorized fire equipment and passenger automobiles for defense, for private account and for export, the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3292.46 *Limitation Order L-153—*
(a) *Definitions.* For the purpose of this order:

(1) "Replacement parts" for light, medium and heavy motor trucks, truck trailers, passenger carriers, off-the-highway motor vehicles, motorized fire equipment and passenger automobiles, means only the parts and assemblies listed on Schedules I and II to this Order, and the components entering into such items, produced for use in the repair, maintenance or improvement of these vehicles; but the term replacement parts does not include any parts specially designed for military vehicles. Schedules I and II may be amended from time to time.

(2) "Component" means any of the integral pieces or parts of the items listed on Schedules I or II. Components include products of types which, while used in automotive parts, are not so used exclusively. Parts which have no

functional duty in the operation of the vehicle or are only ornamental or decorative are not considered components of the authorized parts and may not be produced.

(3) "Rebuilt or reconditioned parts" means any replacement parts listed in Schedules I or II which have been used and restored for use through rebuilding or reconditioning operations.

(4) "Parts consumed in use" means those parts whose function in the operation of the vehicle results in a dissipation or deterioration of material, either in whole or in part, so that the residue has little or no salvage value.

(5) "Passenger automobile" means any passenger vehicle, including station wagons and taxicabs, propelled by an internal combustion engine and having a seating capacity of less than eleven (11) persons.

(6) "Light truck" means a complete motor truck or truck-tractor with a gross vehicle weight rating of less than 9,000 pounds, as authorized by the manufacturer thereof, or the chassis therefor.

(7) "Medium and heavy motor truck" means a complete motor truck or truck-tractor with a gross vehicle weight rating of 9,000 pounds or more, as authorized by the manufacturer thereof, or the chassis therefor.

(8) "Truck trailer" means a complete semi-trailer or full trailer designed for transportation of property or persons, or the chassis therefor.

(9) "Passenger carrier" means a complete motor coach for passenger transportation, having a seating capacity of not less than eleven (11) persons.

(10) "Off-the-highway motor vehicle" means a motor truck, truck tractor or trailer operating off the public highway, normally on rubber tires, and specially designed to transport materials, property or equipment on mining, construction, logging or petroleum development projects, or the chassis therefor.

(11) "Motorized fire equipment" means the chassis of a passenger automobile, light, medium or heavy motor truck, truck-tractor or trailer, used for the transportation of fire-fighting personnel or equipment.

(12) "Producer" means any individual, partnership, association, corporation or other form of business enterprise engaged in the manufacture of replacement parts, as defined in paragraph (a) (1) above.

(13) "Supplier" means a person who supplies a producer with materials or the component parts for the production or assembly of replacement parts.

(14) "Distributor" means any person not a producer or supplier whose business consists, in whole or in part, of the sale of replacement parts, as defined in paragraph (a) (1) above, from inventory. Distributor includes wholesalers, jobbers, dealers, retailers and other persons performing a similar function including garages and service stations.

(15) "Consumer" means the owner or operator of the automotive vehicle for which replacement parts are required, or the user of such replacement parts for any other purpose, not including the Army or Navy of the United States, the United States Maritime Commission, and

other agencies listed in paragraph (p) (1) below.

(16) "Inventory" means a stock of new replacement parts held by a distributor for his own account. Inventory does not include any "as is", rebuilt, reconditioned or reconditionable parts, and does not include Army surplus stocks of replacement parts purchased from the Procurement Division of the Treasury Department.

Provisions Relating to Production

(b) *Preference ratings of AA-1 assigned for truck and bus parts and AA-2X for passenger car and light truck parts.* A preference rating of AA-1 is assigned to producers of replacement parts and to manufacturers of the components of such parts, enumerated in Schedules I and II to this order, except those parts and components for light trucks and passenger automobiles for the production of which a preference rating of AA-2X is hereby assigned.

(c) *Special provisions for production of replacement parts and components.* Priorities and CMP Regulations may be disregarded in applying the provisions of the following subparagraphs (1) and (2). This exemption, however, does not apply where the production authorized by these subparagraphs will interfere with any "frozen" schedule of Component Consumption Requirements issued under Order L-1-e or any other "frozen" schedule, as defined in Priorities Regulation No. 18.

(1) *Parts producers.* To provide for the production of automotive replacement parts to maintain civilian automotive transportation, each producer of automotive parts for original equipment and for replacement use is authorized to use in any month for the production of those automotive replacement parts on Schedule I up to five per cent (5%) of his total productive man or machine hours, or both, which were devoted during the preceding month to the production of automotive parts for original equipment and replacement use.

(2) *Other manufacturers.* Each manufacturer of the components of the automotive replacement parts on the list designated Schedule I is authorized to use in any month for the production of such components up to five per cent (5%) of his total productive man or machine hours, or both, which were devoted during the preceding month to the production of automotive type components. Each manufacturer of automotive type components is authorized to ship each month against orders from producers of automotive replacement parts up to five per cent (5%) of his total monthly production of such components.

(3) *Basis for calculation.* The calculation in respect to productive man or machine hours or both may be made on the basis of a calendar month or any successive period of one month, beginning at any time.

(4) *Notice of prospective interference with military orders.* Paragraphs (c) (1) and (2) shall not be applied by any producer of replacement parts or manufacturer of components for such parts in such a way as to interfere with the pro-

duction of orders of the Army or Navy of the United States. Where interference with Army or Navy orders prevents or will prevent the producer of parts or the manufacturer of components from applying subparagraphs (1) and (2) above, the producer or manufacturer shall immediately notify the Automotive Division, War Production Board, in order that adjustments may be at once considered.

(5) *Parts actually critical to be produced.* The purpose of paragraphs (c) (1) and (2) is primarily to secure more critical replacement parts for civilian use, as enumerated on Schedule I. Production should be made of those Schedule I parts which are critical, against back orders where they exist. It is not the purpose of subparagraphs (1) and (2) to limit the use of facilities for production of parts or components to five per cent (5%) where additional facilities are available for this production.

(d) *Correction of critical shortages.* Whenever the War Production Board determines that a critical shortage exists in respect to replacement parts, the Board may order any producer or supplier to schedule and deliver his production in such manner as will relieve the shortage; and in addition, may direct any producer or distributor to deliver or sell to any other person, at regularly established prices and terms, such quantities of replacement parts available for civilian distribution as the War Production Board may determine.

(e) *Production restricted to listed replacement parts.* (1) No person shall manufacture any parts for use in the repair, maintenance or improvement of light, medium and heavy trucks, truck trailers, passenger carriers, off-the-highway motor vehicles, motorized fire equipment or passenger automobiles, except the items, and their components, on Schedule I and Schedule II to this order, as the same may be amended from time to time.

(2) In the production of such parts no materials shall be used which are prohibited by any orders, regulations or other restrictions on the use of critical materials now or hereafter issued by the War Production Board.

Standardization and Simplification Provisions

(f) *Pistons and bearings.* Producers shall make replacement pistons, piston pins, piston rings and engine bearings as components of engines, only according to the following standards:

(1) Pistons as components of engines only in standard sizes and the following oversizes: .005, .020, .030, .040, .060, and semi-finished.

(2) Piston pins as components of engines only in standard sizes and the following oversizes: .003, .005, .010.

(3) Piston rings as components of engines only in standard sizes and the following oversizes: .020, .030, .040, .060; and in addition, for medium and heavy trucks and busses, .080, .100.

(4) Engine bearings as components of engines only in standard sizes and the following undersizes: .002, .010, .020, .030, .040, .030, .030 and semi-finished. In addition, connecting rod bearings with

oversize outside diameter, and the "special length Ford main bearings."

Provisions Relating to Distributors' Inventories

(g) *Restrictions on distributors' inventories.* (1) No distributor of replacement parts whose place of business is located in the eastern or central war-time zone shall accept delivery of new replacement parts which, in combination with his existing inventory of new replacement parts, measured in total dollar cost value, will exceed a sixty-day (60) supply. Sixty-day supply means a supply in dollar cost value equal to the distributor's total sales, at his cost, of such new parts in the preceding two months period.

(2) No distributor of replacement parts whose place of business is located in any other wartime zone shall accept delivery of new replacement parts which, in combination with his existing inventory of new replacement parts, measured in total dollar cost value, will exceed a ninety-day (90) supply. Ninety-day supply means a supply in dollar cost value equal to the distributor's total sales, at his cost, of such new parts in the preceding three months period.

(3) Irrespective of the restrictions in subparagraphs (1) and (2) above, a distributor may accept delivery of specific items of replacement parts even though his inventory then exceeds, or will by reason of such acceptance exceed, his maximum permissible inventory as specified in subparagraphs (1) and (2) above. The quantity of such specific items in dollar cost value shall not exceed the dollar cost value of his sales of such items during the preceding thirty days or the last thirty-day period in which a sale was made if the distributor is located in the eastern or central war time zones, and forty-five days in all other zones.

(h) *Initial inventory for new distributors.* Notwithstanding the restrictions of paragraph (g) above, any person may establish an initial inventory of replacement parts not to exceed one thousand (\$1,000) dollars at dollar cost value for the purpose of selling replacement parts as a distributor.

(i) *Return of new replacement parts.* New replacement parts, returned by a distributor to another distributor, if not included in the inventory of the person receiving the parts during the calendar quarter in which received, shall be included in his inventory in the next succeeding calendar quarter.

(j) *Disposition of traded-in used parts.* No distributor may keep in his inventory, in his possession or under his control any used replacements parts which have been traded in and cannot be reconditioned, for a period of more than thirty (30) days after they have been determined to be unserviceable, but he must dispose of them through customary disposal or scrap channels. Traded-in parts which can be reconditioned must be reconditioned, or returned to be reconditioned, as quickly as minimum quantities will permit.

Provisions Relating to Distribution

(k) *No preference ratings required for delivery of replacement parts for resale.*

No producer or distributor need require any preference rating for the delivery of finished replacement parts for resale as such or for use by a consumer, except on Army, Navy, Maritime Commission and War Shipping Administration orders as provided in paragraph (m). All deliveries of such parts for resale or to consumers may be made as if the orders therefor bore the preference ratings assigned to their production in paragraph (b), and without regard to orders bearing a lower rating. In addition, the provisions of this paragraph are applicable to orders for finished parts required for rebuilding or reconditioning operations.

(l) *Parts for emergency repairs—(1) How to order parts.* Notwithstanding the provisions of paragraph (g) above, a distributor may order and accept delivery of replacement parts which he does not have in stock when required by a consumer for the emergency repair of a particular vehicle which cannot be operated without such parts. In such emergency, a distributor must file with his order to the producer a certificate in the following form:

CERTIFICATE FOR EMERGENCY REPAIR ORDER AUTOMOTIVE REPLACEMENT PARTS

The undersigned purchaser certifies, subject to criminal penalties for misrepresentation that the replacement parts specified in the attached order are essential for the repair of the following vehicle, which cannot now be operated without such parts:

Make ----- Engine Number -----
Signed -----
(Firm, partnership or corporation)
By -----
(Name and title of individual)
(Address of firm, partnership or corporation)
Dated -----

A copy of the certificate must be retained by the distributor issuing it as a part of his records.

The standard form of certificate described in Priorities Regulation No. 7 may not be used in place of the above certificate.

(2) *Emergency repair orders take preference.* A producer receiving an order accompanied by a certificate for Emergency Repair must give such order precedence in shipment over other orders not of an emergency nature, and in ordering finished parts from suppliers should indicate quantity of such parts required to fill orders of this type.

(3) *Use of certificate restricted.* The Certificate for Emergency Repair may be used only to secure essential replacement parts for emergency repairs as described in this paragraph (1). It must not under any circumstances be used by a distributor to replenish his stock.

(m) *Preference ratings of AA-2X or higher required on sales by distributors to Army, Navy and Maritime Commission.* Irrespective of the provisions of this order, no distributor shall sell or deliver any replacement parts to the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration except upon receipt of an order bearing a preference rating of AA-2X or higher.

(1) *Special provisions for Army orders.* No distributor may accept a purchase order for replacement parts, except parts for "post exchange" and "contractor vehicles" (Army owned but contractor operated as defined in War Department Circular 285, dated November 6, 1943), submitted to him by the Army unless the order specifies in accordance with War Department instructions the type, manufacturer, model and United States Army registration number of the vehicles covered by the purchase order; and the order must carry a certification that such vehicles are "dead-lined" for emergency repair. Neither the registration number of the vehicle nor a certification that the vehicle is "dead-lined" for emergency repair is required if the Army certifies instead that the registration number is unavailable and that a survey has been made of Army stocks in accordance with War Department Circular No. 209, dated September 13, or other specified circular, and that the parts are needed to effect immediate shipment overseas. Delivery by distributors of replacement parts against such orders for the Army must be restricted to parts in the distributors' inventory which are in his stock and are available for immediate delivery at the time the order is received from the Army. It is not sufficient that they are in inventory immediately before delivery.

(n) *Restrictions on sales to consumers—(1) No sale of new parts where old can be rebuilt or reconditioned.* No new replacement part shall be sold or delivered to a consumer to replace a part which the producer or distributor can rebuild or recondition by use of available local reconditioning facilities. The provisions of this paragraph shall not apply to any replacement parts sold to a consumer where the old part is traded in on a unit exchange basis.

(2) *Used parts to be turned in.* No producer or distributor shall sell or deliver any replacement part either new, used or rebuilt, to a consumer unless the consumer turns in to the producer or distributor, concurrently with his purchase, a used replacement part of similar kind for each such replacement part delivered to the consumer. However, a used replacement part need not be turned in in the following cases:

(i) Where the used part has been consumed in use, lost or stolen;

(ii) Where the used part is a cab assembly;

(iii) Where the consumer is a Federal or Territorial Department, Bureau or Agency, or a State or political subdivision thereof, which is forbidden by law from making such disposal of replacement parts;

(iv) Where the new or rebuilt part is ordered by telephone, telegraph or mail, or is to be installed by the purchaser;

(v) Where the new part to be purchased by the consumer will improve the efficiency of the vehicle, its capacity or usefulness, such parts being as follows: for all vehicles—oil filters, governors, shims, piston and piston ring expanders, and balance weights; for medium and heavy trucks, truck trailers, passenger

carriers, off-the-highway motor vehicles, motorized fire and police equipment—auxiliary and heavier springs, differentials, trailer connections, brakes, fifth wheels for truck tractors, auxiliary fuel tanks, landing gears, heavy duty generators, auxiliary transmissions, two-speed and attachment third axles, power take-offs; heavy duty trailer axles, front wheel drive conversion units, frame extensions, wheels and rim markers, clearance and identification lamps, spot lamps, fog lamps, and backup lamps, signaling devices, reflex reflectors, windshield defrosters, truck and bus traction sanders; for off-the-highway motor vehicles—power steering booster devices.

(3) *Use of consumer's certificates.* In any of the cases provided for in subparagraphs (2), (ii), (iv) and (v) above, in which the consumer is not required to turn in a used part, he must sign and deliver to the producer or distributor concurrently with each purchase, or on the written confirmation thereof if the order is placed by telephone or telegraph, a Consumer's Certificate in the following form:

CONSUMER'S CERTIFICATE

AUTOMOTIVE REPLACEMENT PARTS

The undersigned purchaser certifies, subject to criminal penalties for misrepresentation, that: (a) the replacement parts covered by this certificate are essential for the maintenance, repair or improvement of equipment he now owns or operates; (b) these parts will be used to replace parts which, to the best of his knowledge, cannot be rebuilt or reconditioned by use of available facilities; and (c) he will, within thirty days after receiving the parts, dispose of the old parts, if any, through scrap channels.

Signed.....

Vehicle owner or operator

Date..... Address.....

The foregoing Consumer's Certificate must be retained by the producer or distributor making the sale to the consumer as part of his records.

The standard form of certificate described in Priorities Regulation No. 7 may not be used in place of the above certificate.

(4) *Emergency Stocks for Fleet Operators.* Any owner or operator of a fleet of twenty-five (25) or more medium or heavy trucks, passenger carriers, off-the-highway motor vehicles or taxicabs may, without turning in a similar used part or filing a Consumer's Certificate, purchase engines (less starting, ignition and fuel systems); radiators; clutch assemblies; transmission assemblies; front axle assemblies; and rear axle assemblies; in quantities that will not result in his possession of an inventory which exceeds one each such assembly for every twenty-five (25) such vehicles, or multiples of twenty-five (25), which he maintains in service currently licensed.

Miscellaneous Provisions

(o) *Applicability of War Production Board regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board as amended from time to time except where otherwise stated.

(p) *Exceptions to applicability of this order.* (1) The terms and restrictions of this order, except as provided for in paragraphs (d) and (m) above, shall not apply to any replacement parts sold to or produced under contracts or orders for delivery to the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast and Geodetic Survey, the Civil Aeronautics Administration, the National Advisory Committee for Aeronautics, the Offices of Scientific Research and Development.

(2) The terms and restrictions of this order under the headings "Provisions Relating to Distributors' Inventories" and "Provisions Relating to Distribution" shall not apply to any person located outside of the forty-eight states and the District of Columbia.

(q) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control and may be deprived of priorities assistance.

(r) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate with the Field Office of the War Production Board nearest appellant's place of business, referring to the particular provision appealed from and stating fully the grounds for appeal.

(s) *Communications.* All communications concerning this order shall, unless otherwise directed be addressed to: War Production Board, Automotive Division, Washington 25, D. C., Ref: Order L-158.

Issued this 9th day of August 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE I

(See pars. (a), (b), (c), (e) of this order)

For all vehicles: (1) engines, (component parts only); (2) clutches; (3) transmissions; (4) propeller shafts and universal joints; (5) axles; (6) braking systems; (7) wheels; (8) springs; (9) steering apparatus; (10) cooling systems; (11) fuel systems; (12) electrical systems, including generators, starters and motors.

SCHEDULE II

(See pars. (a), (b), (e) of this order)

For all vehicles: (13) engines, less starting, ignition and fuel systems; (14) tire valve assemblies; (15) mechanical starting apparatus; (16) frame and spring assemblies, except spring covers and spring clip spacer tubes; (17) shock absorbers; (18) speedometers; (19) driving mirrors; (20) windshield wiper assemblies; (21) exhaust systems; (22) radiator shells supporting radiator cores; (23) lubricating systems, including fittings; (24) lamps (but not bulbs), signal horns, and bulk and spool (a) primary wire (b) spark plug wire and (c) battery

cable, the last three items only in lengths of 100 ft. maximum; (25) safety glass and channels; (26) hood, door, window and rear deck actuating mechanisms; (27) front fenders, but only types which house or hold headlights; (28) windshield defrosters (components only); (29) heater hose; (30) governors.

In addition, but only for medium and heavy motor trucks, truck-trailers, passenger carriers, off-the-highway motor vehicles and motorized fire equipment: (31) power dividers and power take-offs; (32) transfer cases; (33) coupling devices; (34) trailer landing gears; (35) cabs and seats; (36) attachment third axles; (37) front fenders without limitation as to type; (38) hoods; (39) liquid measuring gauges; (40) body mechanical and hydraulic hoists (component parts only); (41) tachometers; (42) doors and door hardware; (43) markers, clearance and identification lamps, spot lamps, (internally controlled only), fog lamps and back-up lamps; (44) fuses and flares; (45) signaling devices; (46) reflex reflectors; (47) windshield defrosters; (48) truck and bus traction sanders.

In addition, but only for passenger carriers and motorized fire equipment: (49) body structural repair parts; (50) sash; (51) destination signs; (52) fare boxes; (53) guards and grab rails; (54) door-operating mechanisms; (55) heating and ventilating equipment.

INTERPRETATION 1—RESIZING OF ENGINE PISTONS AND BEARINGS BY PRODUCERS' BRANCHES

The question of resizing engine pistons and bearings in the field to sizes other than those specified in paragraphs (f) (1) and (f) (4), respectively, of § 3292.46, Limitation Order L-158, has been the subject of some uncertainty in the industry. In order to clarify the order, with respect to the intent of these paragraphs, the following interpretation is hereby issued:

Producers' direct factory branches of warehouses, wholly owned or controlled by them, may finish engine pistons and bearings to any intermediate sizes not specified in paragraphs (f) (1) and (f) (4), respectively, of Limitation Order L-158, when ordered from the factory branch by a customer for immediate use in a specific engine. None of these intermediate sizes may be ordered from a factory branch for stock or to be held in inventory. A certificate for emergency order, as provided for in Order L-158, paragraph (i), should accompany each order placed with the factory branch for the intermediate sizes other than those specified in the paragraphs mentioned above, as a means of identifying the need for the part in a specific vehicle. (Issued Oct. 1, 1943.)

DIRECTION 2—PARTS FOR BRITISH MILITARY VEHICLES

Notwithstanding the provisions of Limitation Order L-158, which prohibit the production of automotive replacement parts specially designed for military vehicles, producers of automotive parts are hereby authorized to produce parts as ordered by the British Army Staff—British Ministry of Supply Mission, to maintain military vehicles classified as "Supply/Mech" of the models and made by the manufacturers described below:

Model of Vehicle and Manufacturer

American Bantam, B.R.O. ¼ Ton, 4 x 4, American Bantam Car Co., Butler, Penna.
Aqua-Cheetah, XAC-2-5 Amphibian, 4 x 4, Amphibian Car Corp, Buffalo, New York.
Auto Car, U-70, 1600 Gal. Refueller, 6 ton, 4 x 2, Auto Car Co., Ardmore, Penna.
Brockway, Model 156, 10 ton 4 x 2 with S/Trailer Model 146X, 1000 Gal. 3 ton 4 x 2 Gas Tanker, Model 166 S, 2000 Gal. 6 ton 4 x 2 Gas Tanker, Model 260A, 10 ton, 4 x 2

Dump, Brockway Motor Truck Co., Inc., 1939 Shira, Cortland, New York.

Clark Airdrome Tractors, 4 x 2, Code Mill 44, Clark Truck-tractor Division, Clark Equipment Co., Battle Creek, Michigan.

Case Co., Airdrome Tractors, 4 x 2, LA7, Case Co., 700 State Street, Racine, Wisconsin.

Chevrolet, 1/2 ton Pick-up, Thornton, Tandem, 3 ton, 6 x 4, 1 1/2 ton, 160" WB, Model 4403, 4 x 2, Chevrolet Motor Division, General Motors Corporation, General Motors Bldg., Detroit, Michigan.

Davis, Gas Tank 900 Gal., Davis Welding & Mfg. Co., 1110 Richmond Street, Cincinnati, Ohio.

Dodge, T-203-B 1 1/2 ton, 4 x 4, VK-62-B, 3 ton, 4 x 2, WK-60 Wrecker, 6 x 4, 3 ton Fargo, WF-32, 1 1/2 ton 4 x 4, Dodge Division, Chrysler Corporation, 7900 Jos. Campau Ave., Detroit, Michigan.

Federal, 89K-145-167, C.O.E. Fire Fighter, Federal Motor Truck Co., 5780 Federal Avenue, Detroit, Michigan.

Ford, 1 1/2 ton, 4 x 2, 158" W. B. Model 118-T, 1 1/2 ton, 4 x 2, 158" W. B. Model 198-T, 1 1/2 ton, 4 x 2, 158" W. B. Model 198-W, 1 1/2 ton, 4 x 2, 138" W. B. Model 11-T, 1 1/2 ton, 4 x 2, 132" W. B. Model 11-D, 1 1/2 ton, 4 x 2, 158" W. B. (R. H. D.) CKD, 1 1/2 ton, 4 x 4, Cargo, Ford Motor Co., 3674 Schaefer Road, Dearborn, Michigan.

Carl H. Frink, 159-S snow plough, Carl H. Frink, Clayton, Thousand Islands, N. Y.

Fruehauf, Model 220, 2 Dual Wheels, 10 ton, 4 wheeled, 30 ton Low Loading, Fruehauf Trailer Co., 10940 Harper Avenue, Detroit, Michigan.

F. W. D., Timber Tractors, 4 x 4, C. U., S. U. Medium Artillery Tractor, 4 x 4, Timber Hauling Tractor C. U. 4 x 4, 126" W. B., 5-6 ton Truck 4 x 4, G. S., SU-COE, Four Wheel Drive Auto Co., Clintonville, Wisconsin.

G. M. C., AFW-809, 10 ton, 6 x 4, ACK-353, 1 1/2 ton, 4 x 4 Cargo, ACX-504, 5 ton, 4 x 2, ADF-855 10 ton, G. S., 4 x 2, General Motors Truck & Coach Div., Yellow Truck & Coach Mfg. Co., 660 South Blvd., Pontiac, Michigan.

Heil Body Co., Semi-Trailers W/2000 Gal. Tanks, F2A, Heil Company, 3000 W. Montana Street, Milwaukee, Wisconsin.

Hug, 51-6, Hug Company, Highland, Illinois.

International, KR-8, 179" W. B. 4 x 2, 3 ton G. S. Dump, KR-10, 5 ton, cargo, 4 x 2, K-5, Gas Refueller, 550 Gal. 1 1/2 ton 4 x 2, Tractor Truck with S/T 2 1/2 ton 4 x 2, KR-8R, 161" W. B. 2 1/2-3 ton Dump KR-8R, R. H. D. 137" W. B. 3 ton 4 x 2, K-8R, 149" W. B., 3 ton 4 x 2 Dump 19, 4 x 2 w/P. T. O. Tractor, K-8 Fire Tender, International Harvester Co., 180 N. Michigan Avenue, Chicago, Illinois.

Mack, EHT Tractor with S/T 10 ton 4 x 2, EXBX, 15 ton 6 x 4 (4800 Gal.), LMSW-23 Wrecker Truck, 6 x 2, 5 ton, LMSW-39, Wrecker Truck, 6 ton 6 x 4, FT, 10 ton Dump Truck, Mack Mfg. Corporation, 34th St. & 48th Ave., Long Island City, L. I., New York.

Rogers-Winter Weiss, 30 ton Tank Transport Trailer, H30-L-F-1, 12 Wheeled, H10-L-S4 "Low Bed" Tank Transport, Trailer, 10 ton, w Wheeled, Rogers Bros. Corp., Albion, Penna. and Winter Weiss Corporation, Denver, Colorado.

Snogo Plows, LTR, Klauer Mfg. Co., Dubuque, Iowa.

Studebaker, M. 15, 128" W/B, 4 x 4; M. 16, 195" W. B. 4 x 2; Studebaker Corporation, Main & Bronson Streets, South Bend, Indiana.

Trailer Co. of America, B44-HWF Special, 10 ton, 4 Wheeled, Trailer Co. of America, 31st & Robertson Avenues, Oakley, Cincinnati, Ohio.

Trask, Re-fuelling Trailers, E. L. Trask Equipment Co., 80 Brookline Ave., Boston Mass.

Truck Engineering Corp., 6 P. T.-S. W. Trailer Trains, Truck Engineering Corp., 1225 W. 70th Street, Cleveland, Ohio.

White, 922, 10 ton 6 x 4, 920D, 920, 15 ton, 6 x 4, G. S. (920-4755 Gal. Tanker), 700, 10 ton, 4 x 2, 3430-Gal. Tanker, White Motor Co., 842 E. 79th Street, Cleveland, Ohio.

Willamette-Hyster Co., Fairlead D4, Logging Sulkies, Willamette-Hyster Co., Portland, Oregon. (Issued April 21, 1944.)

[F. R. Doc. 44-11902; Filed, August 9, 1944; 11:10 a. m.]

PART 3292—AUTOMOTIVE VEHICLE PARTS AND EQUIPMENT

[Limitation Order L-158, Interpretation 2, as Amended Aug. 9, 1944]

The following amended interpretation is issued with respect to Limitation Order L-158:

PRODUCTION OF DECORATIVE HUB CAPS, WHEEL CAPS AND WHEEL TRIM RINGS NOT PERMITTED UNDER ORDER L-158

Hub caps, wheel caps and wheel trim rings which serve only as ornamental or decorative items are not considered components of wheels, Item (7) Schedule 1 to Limitation Order L-158. Consequently, they may not be produced. However, hub caps which serve as grease retainers are considered components of wheels and may be produced.

Issued this 9th day of August 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11905; Filed, August 9, 1944; 11:19 a. m.]

PART 3292—AUTOMOTIVE VEHICLE PARTS AND EQUIPMENT

[Limitation Order L-158, Revocation of Interpretation 3]

Interpretation 3 of Order L-158 is incorporated in paragraph (m) (1) of that order as amended August 9, 1944.

Issued this 9th day of August 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11904; Filed August 9, 1944; 11:19 a. m.]

PART 3292—AUTOMOTIVE VEHICLE PARTS AND EQUIPMENT

[Limitation Order L-158, Revocation of Direction 1]

Direction 1 to Order L-158 is incorporated in paragraph (m) (1) of the order as amended August 9, 1944.

Issued this 9th day of August 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11903; Filed, August 9, 1944; 11:19 a. m.]

Chapter XI—Office of Price Administration

PART 1340—FUEL

[MPR 83, Amdt. 14]

FUEL OIL, GASOLINE AND LIQUEFIED PETROLEUM GAS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 83 is amended in the following respects:

1. Section 2.14 (a) (1) is amended to read as follows:

(1) *State of Kansas (except Kansas City area).* In the State of Kansas, except that part of the state which is within a radius of 25 miles from the center of Kansas City, Missouri, the maximum prices¹ of the products listed below² f. o. b. refineries and pipeline terminals,³ and loaded into tank cars, motor transports and pipelines⁴ for shipment to the destinations indicated below, shall be as follows:

Products	For shipment to ultimate destinations		
	Column 1	Column 2	Column 3
	Kansas District 1	PAW District 1	Other States
Kerosene and distillate fuel oils:	Cents per gallon	Cents per gallon	Cents per gallon
42-44 API Gravity W. W. Kerosene.....	4.7	4.625	4.7
41-43 API Gravity W. W. Kerosene.....	4.6	4.5	4.6
Ranger Store Oil.....	4.2	4.125	4.2
No. 1 P. W. Distillate (Fuel Oil).....	4.1	4.0	4.1
No. 1 Straw Fuel Oil.....	4.0	3.875	4.0
No. 2 Fuel Oil.....	3.9	3.75	3.8
No. 3 Fuel Oil.....	3.7	3.625	3.7
Diesel fuel (distillate): ⁵ All grades (except Navy Department Specification 7-0-2).....	4.2	4.125	4.2
Tractor fuel (distillate):			
Low flash (Gasoline Type).....	5.2		5.2
High flash (Special).....	4.8		4.8
Other grades.....	4.8		4.8

¹ Column 3 prices do not apply at Shallow Water and Phillipsburg.

² For any refined distillate or overhead petroleum product of lower than 41° API gravity not listed above (except lube distillates or naphthas sold for blending with gasoline or natural gasoline) a seller must apply for a maximum price under section 8.2.

³ Column 2 applies to all other shipping points in the area covered by this section 2.14 (a) (1).

⁴ Products loaded into all types of transportation facilities for ultimate delivery to War Emergency Pipelines and pipelines with Petroleum Administration for War District 1 termini shall be considered destined for Petroleum Administration for War District 1.

⁵ These prices apply only to fuels sold for use in Diesel engines.

⁶ This product shall have a minimum octane rating of 29 ASTM and shall otherwise conform in specifications to the requirements of the buyer.

⁷ "Other grades" of tractor fuel shall take the maximum price of the product listed above of the most nearly similar specifications.

* Copies may be obtained from the Office of Price Administration.

2. Section 2.28 (a) is amended to read as follows:

(a) *State of New Jersey.* In the State of New Jersey, at points designated below, maximum prices shall be as follows:

(1) For kerosene, No. 1 fuel oil, range or stove oil:

WHOLESALE F. O. B. PRICES

[All prices in cents per gallon]

	F. o. b. terminals in bulk lots loaded into barges	F. o. b. refineries, seaboard tanker terminals and pipeline terminals in bulk lots loaded into tank cars and motor transports in single lots of 3,000 gallons or over	Loaded into buyer's tank wagon in single lots of less than 3,000 gallons
For delivery within:			
Union County.....	7.0	7.1	7.6
Middlesex County.....	7.0	7.1	7.6
Essex County.....	7.0	7.1	7.7
Excepting storage facilities situated on Doremus Avenue, city of Newark.....	7.0	7.1	7.6
Hudson County.....	7.0	7.1	7.8
Bergen County.....	7.0	7.1	7.9
Excepting:			
Borough of Edgewater.....	7.0	7.1	7.6
Borough of North Arlington and township of Lyndhurst.....			7.8
Passaic County.....			7.9
Morris County.....			8.0
Sussex County.....			8.0

DELIVERED PRICES

[All prices in cents per gallon]

	For tank wagon delivery to resellers in any quantity	For tank wagon delivery to consumers in quantities of 25 gallons or over	For tank wagon delivery to consumers in quantities of less than 25 gallons and truck deliveries in containers in quantities of less than 25 gallons
For delivery within:			
Union County.....	10.0	10.5	12.0
Middlesex County.....	10.0	10.5	12.0
Essex County.....	10.0	10.5	12.0
Excepting:			
Towns of Caldwell, Essex, Fells, West Caldwell, North Caldwell, Roseland, Livingston, Verona, West Orange and Caldwell Township.....	10.5	11.0	12.5
Hudson County.....	10.0	10.5	12.0
Bergen County.....	10.0	10.5	12.0
Passaic County.....	10.0	10.5	12.0
Morris County.....	10.5	11.0	12.5
Sussex County.....	10.5	11.0	12.5

¹ Excepting truck deliveries in containers in quantities of 5 gallons or less within Morris and Sussex Counties where the maximum price for such deliveries shall be 14.5 cents per gallon.

3. Section 4.05 (b) is added to read as follows:

(b) *Dolores and Mancos tank wagon areas.* Maximum tank wagon prices of gasoline to dealers and consumers in the Dolores and Mancos tank wagon areas in the State of Colorado shall be as follows:

	Cents per gallon
Premium grade.....	13.5
Regular grade.....	12.0
Third grade.....	11.0

4. Section 4.14 (a) is amended to read as follows:

(a) *State of Kansas (except Kansas City area).* In the State of Kansas, except that part of the state which is within a radius of 25 miles of the center of Kansas City, Missouri, maximum prices¹ of gasoline according to the specifications listed below, f. o. b. refineries and pipe line terminals² and loaded into tank cars, motor transports and pipe lines³ for shipment to the destinations indicated below shall be as follows:

Specifications	For shipment to ultimate destinations		
	Column 1	Column 2	Column 3
	Kansas	PAV District 1	Other States
Gasoline:	Cents per gallon	Cents per gallon	Cents per gallon
80-82 Octane ASTM and Ethyl Grade.....	7.3	6.875	6.95
72-74 Octane ASTM.....	6.3	6.125	6.20
63-66 Octane ASTM.....	5.9	5.75	5.83
60-62 Octane ASTM and below.....	5.5	5.375	5.45

¹ Column 3 prices do not apply at Shallow Water and Phillipsburg.

² Column 2 applies to all other shipping points in the area covered by this Section 4.14 (a).

³ Products loaded into all types of transportation facilities for ultimate delivery to War Emergency Pipelines and pipelines with Petroleum Administration for War District 1 terminal shall be considered destined for Petroleum Administration for War District 1.

5. Section 4.29 (c) is added to read as follows:

(c) *Farmington tank wagon area.* Maximum tank wagon prices of gasoline shall be as follows:

	Cents per gallon
Premium grade.....	12.0
Regular grade.....	10.5
Third grade.....	9.5

6. Section 4.29 (d) is added to read as follows:

(d) *Aztec tank wagon area.* Maximum tank wagon prices of gasoline shall be as follows:

	Cents per gallon
Premium grade.....	12.5
Regular grade.....	11.0
Third grade.....	10.0

This amendment shall become effective August 14, 1944.

Issued this 8th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11874; Filed, August 8, 1944; 4:10 p. m.]

PART 1340—FUEL

[MPR 189,¹ Amdt. 24]

BITUMINOUS COAL SOLD FOR DIRECT USE AS BUNKER FUEL

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 189 is amended in the following respects:

Section 1340.313 (h) is added to read as follows:

(h) *Maximum prices for deliveries of bituminous coal at Pensacola Harbor, Florida, Mobile Harbor, Alabama and New Orleans Harbor, Louisiana for direct use as bunker fuel—(1) Maximum prices for deliveries of bunker fuel in Pensacola Harbor, Florida and Mobile Harbor, Alabama.* The maximum prices in the following table are in cents per net ton and are f. o. b. oceangoing vessels (exclusive of trimming charge) when delivered directly from railroad cars through coal tipples, chutes, conveyors or bins to vessels alongside such facilities in Pensacola Harbor, Florida and Mobile Harbor, Alabama.

For coals produced at any mine in District No. 13 in the following maximum price group numbers	Maximum price for any grade or size of bunker coal delivered	
	Washed	Raw
1.....	691	681
2.....	611	601
3.....	621	611
4.....	635	625
5.....	645	635
6.....	645	635
7.....	681	671
8.....	680	670
9.....	641	631
Exceptions:		
Mine Index No. 11.....	641	631
Mine Index No. 56.....	681	671

(2) *Maximum prices for deliveries of bunker coal to tugboats, fire tugs, steam lighters, dredges, ferries, and other floating equipment (except vessels indicated in subparagraph (1)) for consumption thereon.* Such maximum prices shall be the above applicable maximum price, plus 50 cents per ton.

(3) *Maximum prices for ex-lighter, ex-barge or ex-collier deliveries.* The maximum prices for ex-lighter, ex-barge or ex-collier deliveries to vessels shall be the above applicable maximum prices plus 55 cents per ton.

(4) *Maximum price for deliveries of bunker coal to vessels from facilities in the New Orleans Harbor, Louisiana.* Such maximum prices shall be the above applicable maximum price plus 35 cents per ton.

(i) In addition to the above prices, where bunker coal is supplied from ground storage facilities, the bunker supplier may add no more than 25 cents per ton.

*Copies may be obtained from the Office of Price Administration.

¹ 8 F.R. 15317, 16520, 9 F.R. 2692, 5216, 6231, 6451.

(5) *Permissible additions to prices set forth in subparagraphs (1), (2), (3) and (4) above.* (i) In addition to the above prices, a bunker supplier may add no more than 40 cents per net ton to the f. o. b. vessel price for trimming.

(ii) In addition to the above prices, the bunker supplier may add no more than 10 cents per ton for deliveries prior to 8 a. m. and after 5 p. m. or on Sundays or holidays.

(iii) In addition to the above prices, the bunker supplier may add no more than \$10.00 per vessel dockage charge for deliveries of less than 150 net tons.

(6) *Formula for addition of excess coal and transportation costs to base delivered cost.* When the delivered cost f. o. b. cars of any grade of bunker coal exceeds the sum of the applicable f. o. b. mine maximum price in effect July 1, 1944, and the rail freight rate (including tippling charge to the bunker loading facilities), the supplier may add such excess cost to his applicable maximum price on a weighted average basis on each delivery.

(7) *Conversions.* Conversions from gross to net tons, or vice versa, shall be made to the nearest cent, as shall computations of an excess made under subparagraph (5) on a weighted average basis.

(8) *Definitions of terms used in this paragraph (h).* Terms used in this paragraph, such as District No., washed, raw, etc., shall have the same meaning as those and other terms as used in the minimum price schedule for District No. 13 (as in effect at midnight August 23, 1943) and in Maximum Price Regulation No. 120.—Bituminous Coal Delivered from Mine or Preparation Plant.

(9) Only to the extent to which this paragraph (h) of § 1340.313 is inconsistent with other provisions of this regulation shall this paragraph supersede other provisions of this regulation. The provisions of §§ 1340.310 and 1340.313 (c) (1) (i) shall not apply to this paragraph (h).

This amendment shall become effective August 14, 1944.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11895; Filed, August 9, 1944;
11:16 a. m.]

•PART 1351—FOOD AND FOOD PRODUCTS

[MPR 421,¹ Amdt. 11]

CEILING PRICES OF CERTAIN FOODS SOLD AT WHOLESALE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 421 is amended in the following respects:

1. Section 2 (a) is amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

¹9 F.R. 5648.

No. 159—2

(a) *What wholesalers are covered.* Your business is classified under this regulation, if, prior to the effective date of the regulation you were and still are a wholesaler, the larger part of whose food sales are of food products which you purchase for resale and distribute from your warehouse without materially changing their form, to independent retail stores, or to commercial, industrial or institutional users. This regulation does not apply, however, to "wagon wholesalers", "flour jobbers", or to sales of "cookies, crackers, toast and crumbs" by "cookie and cracker wholesalers."

2. Section 23 is amended to read as follows:

SEC. 23. *Special pricing provisions for manufacturers selling some commodities at wholesale.* Any person the larger part of whose business consists of the manufacturing or processing of foods but (a) his entire business in connection with a particular commodity consists of the purchase and resale of such commodity without substantially changing its form and (b) the larger part of his sales of such commodity are made to independent retail stores, may figure his ceiling price under this regulation for sales of such commodities to retailers and commercial, industrial or institutional users, if the particular goods sold have been warehoused and are being sold in less-than-carload lots.

3. Section 30 (h) is added to read as follows:

(h) A "cookie and cracker wholesaler" is a wholesaler the larger part of whose food sales were, prior to the effective date of the regulation, and still are of "cookies, crackers, toast and crumbs" which he purchases for resale and distributes from a warehouse, to independent retail stores, or to commercial, industrial or institutional users.

4. Section 32 (b) (31) is amended to read as follows:

(31) "Syrups" means all malt, molasses, cane, maple, and table corn syrups and imitations and blends. Excluded are chocolate and ice cream sundae syrups, fruit syrups for making beverages, molasses sold for feed purposes, sorghum syrup and unmixed corn syrup.

5. In section 32 (b) (37), the item "Fruit syrups for making beverages" is amended to read as follows:

Fruit syrups for making beverages. (Excluded are fruit syrups used by rectifiers, blenders, restaurants and bars for making alcoholic mixed drinks.)

6. In section 32 (c), the following item is added in alphabetical order to the list of commodities excluded.

Corn syrup, unmixed.

This amendment shall become effective August 14, 1944.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11898; Filed, August 9, 1944;
11:16 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 422,¹ Amdt. 23]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN GROUP 3 AND GROUP 4 STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 422 is amended in the following respects:

1. Section 11 is amended to read as follows:

SEC. 11. *Sales slips and receipts.* If you have customarily given a purchaser a sales slip, receipt or similar evidence of purchase, you must continue to do so. Furthermore, regardless of your custom, you must give any customer who asks for it a receipt showing the date, your name and address, and quantity and name of each food item sold, and the price you charged for it.

2. Section 16 (d) is added to read as follows:

(d) If prior to August 14, 1944, your ceiling price for any item of "cookies, crackers, toast and crumbs" was based upon a delivery received from a "cookie and cracker wholesaler" as defined in Maximum Price Regulation No. 421,² and you still purchase such item from such a wholesaler, you must refigure your ceiling price for any such item in accordance with the rules in sections 3 and 4, basing your "net cost", however, on the first delivery to you of the item from such a wholesaler on and after August 14, 1944.

3. A new section 21a is added to read as follows:

SEC. 21a. *Ceiling prices for fish bought "pan-frozen" in blocks or cakes.* If you purchase whole fish, round, drawn, or dressed which has been "pan-frozen" in a solid cake or block of 10 pounds or more, and if prior to offering for sale you break or separate the individual fish from the cake or block, and offer it for sale as whole fish, round, drawn or dressed, you may add 1 cent per pound to your "net cost."

4. Section 38 (b) (31) is amended to read as follows:

(31) "Syrups" means all malt, molasses, cane, maple, and table corn syrups and imitations and blends. Excluded are chocolate and ice cream sundae syrups, fruit syrups for making beverages, molasses sold for feed purposes, sorghum syrup and unmixed corn syrup.

5. In section 38 (b) (37), the item "Fruit syrups for making beverages" is amended to read as follows:

Fruit syrups for making beverages. (Excluded are fruit syrups used by rectifiers, blenders, restaurants and bars for making alcoholic mixed drinks.)

*Copies may be obtained from the Office of Price Administration.

¹9 F.R. 5653, 5323, 6951, 7333, 7523, 7937, 8354.

²9 F.R. 5648.

6. In section 38 (c), the following item is added in alphabetical order to the list of commodities excluded:

Corn syrup, unmixed.

7. Section 39 (b) (5) is amended to read as follows:

(5) *Frozen fish and seafood.* "Frozen fish and seafood" means any fish or seafood which has been artificially frozen or frozen by exposure to the elements for preservation. Unless the context otherwise requires, the definitions set forth in section 12 of Maximum Price Regulation No. 364¹ shall apply to terms used herein wherever applicable.

This amendment shall become effective August 14, 1944.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11897; Filed, August 9, 1944;
11:15 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 423¹, Amdt. 24]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN GROUP 1 AND GROUP 2 STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 423 is amended in the following respects:

1. Section 12 is amended to read as follows:

SEC. 12. *Sales slips and receipts.* If you have customarily given a purchaser a sales slip, receipt or similar evidence of purchase, you must continue to do so. Furthermore, regardless of your custom, you must give any customer who asks for it a receipt showing the date, your name and address, the quantity and name of each food item sold, and the price you charged for it.

2. Section 17 (d) is added to read as follows:

(d) If prior to August 14, 1944, your ceiling price for any item of "cookies, crackers, toast and crumbs", was based upon a delivery received from a "cookie and cracker wholesaler" as defined in Maximum Price Regulation No. 421,² and you still purchase such item from such a wholesaler, you must refigure your ceiling price for any such item in accordance

with the rules in sections 3 and 4, basing your "net cost", however, on the first delivery to you of the item from such a wholesaler on and after August 14, 1944.

3. Section 18 (k) is added to read as follows:

(k) Section 21a. *Ceiling prices for fish bought "pan-frozen" in blocks or cakes.* (Applies to you if you buy whole fish "pan-frozen" in solid blocks or cakes, and separate them prior to sale.)

4. Section 27 (b) (31) is amended to read as follows:

(31) "Syrups" means all malt, molasses, cane, maple, and table corn syrups and imitations and blends. Excluded are chocolate and ice cream sundae syrups, fruit syrups for making beverages, molasses sold for feed purposes, sorghum syrup and unmixed corn syrup.

5. In section 27 (b) (27), the item "Fruit syrups for making beverages" is amended to read as follows:

Fruit syrups for making beverages. (Excluded are fruit syrups used by rectifiers, blenders, restaurants and bars for making alcoholic mixed drinks.)

6. In section 27 (c), the following item is added in alphabetical order to the list of commodities excluded.

Corn syrup, unmixed.

7. Section 28 (b) (5) is amended to read as follows:

(5) *Frozen fish and seafood.* "Frozen fish and seafood" means any fish or seafood which has been artificially frozen or frozen by exposure to the elements for preservation. Unless the context otherwise requires, the definitions set forth in section 12 of Maximum Price Regulation No. 364³ shall apply to terms used herein wherever applicable.

This amendment shall become effective August 14, 1944.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11898; Filed, August 9, 1944;
11:15 a. m.]

PART 1381—SOFTWOOD LUMBER

[RMPR 26,⁴ Amdt. 9]

DOUGLAS FIR AND OTHER WEST COAST LUMBER

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 26 is amended in the following respects:

1. Section 8 (c) is amended to read as follows:

(c) For the purpose of paragraph (b), the following classifications of lumber of

*Copies may be obtained from the Office of Price Administration.

¹ 9 F.R. 1016, 3513, 4227, 7505:

any different species constitute separate items:

- (1) Boards, shiplap or strips, dimension, plank and small timber, and timbers (one or all these classifications constitute one item).
- (2) Flooring.
- (3) Siding.
- (4) Ceiling and partition.
- (5) Finish and rough clears.
- (6) Stepping.
- (7) Mouldings.
- (8) Sill stock.
- (9) Gutter.
- (10) Cribbing.
- (11) Lath and shingle band sticks.
- (12) Casing and base.
- (13) Shingles—any species (minimum 20 squares).

2. Section 16 (d) is amended to read as follows:

(d) *Combination grades.* Lumber sold on combination grades may not be sold above the maximum price for the lowest grade in the combination. For example, the maximum price for lumber sold as No. 2 and better is the maximum price fixed for No. 2. It is, however, permissible to quote with specified higher or lower grades developed to be shipped at the respective maximum price for each grade actually developed. Where shipments are made in this manner, each piece (or bundle if bundled) shall bear some symbol of grade identification, and each grade shall be separately invoiced and the identification symbol used on the lumber shall be shown opposite the respective grade on the invoice. Alternatively, shipper may separate grades in loading and clearly identify by symbol the grade of each separate lot in the shipment and on the invoice. Shop grades when sold to millwork manufacturers are exempt from the requirements of this paragraph.

3. In section 23, the paragraph preceding the price tables is amended to read as follows:

SEC. 23. *Douglas Fir.* The maximum prices for Douglas Fir lumber per 1000 feet board measure (or other designated measures where so indicated) shall be as shown in the following price tables, f. o. b. car at mill, f. o. b. normal loading dock, or at mill's customary rail shipping point when mill is located away from railroad. Where possession of lumber is acquired f. o. b. truck at a mill not located on railroad, the prices set forth in this section (except on direct retail sales) shall be reduced by the cost of transportation from mill to customary railroad loading out point in accordance with the computation of such costs as set forth under section 7 (b) or (c).

4. In section 23, Table 1, footnote 10a is added to read as follows:

^{10a} Surfacing to 3/4", when required by buyer, S2S or S4S, price same as S4S, A. L. S.; S1S or Hit and Miss deduct \$5.00 from price of S4S, A. L. S.

5. In section 23, Table 10 (exclusive of footnotes) is amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

¹ 9 F.R. 5671, 6829, 7340, 7520, 7937, 9354.

² 9 F.R. 5648.

³ 8 F.R. 4640, 5566, 7592, 11175, 12023, 12446, 12792, 14079, 15191, 15662, 16998; 9 F.R. 183, 946, 2023, 3388, 3459, 3424, 4182, 4650, 5163, 7420.

TABLE 10—CASING AND BASE

R/L, all patterns dry	B and better V. G.	B and better F. G.	C-V. G.	C-F. G.	D-V. G.	D-F or M. G.
1x2"	\$74	\$84	\$70	\$60	\$55	\$47
1x4"	70	83	65	53	50	44
1x5"	78	86	72	60	57	47
1x6"	73	82	68	57	53	46
1x8"	74	82	69	57	54	46
1x10"	80	88	73	61	58	47
1x12"	85	93	78	61	63	45

6. In section 23, Table 11, footnote 5a is amended and footnotes 9a and 9b are added, to read as follows:

^{5a} For random lengths where a specified average of not over 20' nor under 14' is required, the price shall be the specified length price of the length specified as average. If average required is longer than 20' the price shall be the 6/20 R/L price, plus 75 per cent of the specified length addition applicable to the length specified as an average. No addition may be made for the elimination of shorts in either case.

^{5a} $\frac{1}{16}$ ", $\frac{1}{8}$ " or $\frac{3}{16}$ " Surfaced or full thickness rough, \$7.00 less than 1" of corresponding grade and width; $\frac{5}{16}$ " or $\frac{1}{2}$ ", \$5.00 less than 1" of corresponding grade and width.

^{5b} Surfacing to $\frac{3}{4}$ ", when required by buyer, S2S or S4S price same as S4S, A. L. S.; S1S or Hit and Miss deduct \$5.00 from price of S4S, A. L. S.

7. In section 23, Table 12, a new footnote 2a is added to read as follows:

^{2a} "D" grade deduct \$17.00 per M from price of B and Better of corresponding size.

8. In section 23, Table 12, footnote 7b is amended to read as follows:

^{7b} For random lengths in any specified range with an average length required greater than the mean average of the range specified, the price shall be the specified length price of the length specified as an average. No addition permissible under footnote 4.

Where the average specified is the mean average or less of the range of lengths required, the price shall be the bracket price of the lengths shipped with any permissible addition under footnote 4. When a definite average is not specified on order at time of placement, the lengths shipped must be priced at bracket price in which they fall.

9. In section 23, Table 20, the table heading is amended to read "Ship Decking, Paragraph 286 and Margin Pieces When Graded under Paragraph 286—Rough Green"; the subcaption reading "Rough green, paragraph 286 and Margin Pieces" is deleted; and a footnote 14 is added to read as follows:

¹⁴ The maximum prices shown in Table 20 apply only to direct mill shipments (See section 3 (a)) and only where final delivery is to shipyard operations, builders or repairers of ships, barges or other water transportation facilities, except on specific individual approval of the Lumber Branch.

10. In section 25, General notes, Notes XVI and XIX are amended and a new note XXII is added, to read as follows:

XVI. Extra Standard Surfacing: When required by buyer, surfacing standard nominal sizes, as shown in List WOLA Grading and Dressing Rules, thicker or wider than A. L. S. finished sizes, add \$2.00 per M except that this charge may not be made where surfacing is "Hit and Miss". Where machine is set to full nominal rough size as shown in

List 12, width and/or thickness, such material must be sold at rough price.

NOTE: Wherever the application of this note would conflict with a footnote under any price table, the table footnote governs.

XIX. For stenciling 10 per cent or more pieces, bundles or packages, of any shipments, when required by buyer, add 50 cents per M feet to price of items on which stenciling is required. This charge may not be made for grade-marking or for identification of items or lots even though a stencil is employed for such marking.

XXII. For any surfacing that does not remove size surfaced from being classified as rough lumber, and where rough weight may be used in computing freight, if rough weight used, no charge may be made for surfacing. Alternatively, mill may charge for surfacing (where table permits) but in doing so, freight charges must be estimated on net surfaced nominal size under "Shipping Weight" formula for sizes not listed.

12. In Article VII, Tables of Estimated Weights, wherever the term "rough or S1E" appears, it is amended to read: "rough, S1E or S2E to A. L. S."

This amendment shall become effective August 14, 1944.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11699; Filed, August 9, 1944; 11:16 a. m.]

PART 1432—RATIONING OF CONSUMERS' DURABLE GOODS

[RO 9A, Amdt. 12]

STOVES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order 9A is amended in the following respects:

1. Section 1.1 (a) is amended by adding the word "naphtha," before the word "kerosene", and by changing the last sentence to read: "This order does not cover any equipment which has been used more than 60 days, nor does it apply to electric, charcoal or alcohol stoves, gas hot plates, gas laundry stoves, coal-wood burning laundry stoves, furnaces, waterheaters, wick-lamp cooking stoves, gasoline camp stoves, or wood-burning sheet metal heating stoves which are not equipped with grates or cast iron base or cast iron linings, or equipment designed for commercial, industrial, agricultural or institutional use, or gas cooking stoves which have asbestos or other non-metallic outside panels."

2. Section 1.2 (a) is amended by adding the word "naphtha," before the word "kerosene," each time it appears.

3. Section 3.11 is added as follows:

SEC. 3.11 Dealers and distributors must report inventories—(a) Stoves removed from rationing. Within 10 days after any stove ceases to be a rationed

*Copies may be obtained from the Office of Price Administration.

¹⁸ F.R. 11564, 12749, 13060, 14049, 16254, 9 F.R. 93, 348, 908, 3234, 3940, 6952, 8017, 9356.

stove, every dealer and distributor shall report to the Board with which he is registered, on OPA Form R-908, the number of such stoves in stock or in transit to him as of the close of business on the last day such stoves are rationed. Upon receipt of OPA Form R-908, giving all of the information required by the form, the Board may at the request of the dealer or distributor issue certificates for the same type not in excess of the number of stoves reported.

4. Section 3.12 is added as follows:

SEC. 3.12 Boards to issue certificates to dealers or distributors only for excess over debt to it. (a) Unless specifically provided to the contrary, whenever a certificate is to be issued to a dealer or distributor because of inventory increases or because stoves were damaged and sold or transferred certificate-free, or for any other reason, and the dealer or distributor currently owes the Board any certificates for the same type of stoves because of excess inventory or for any other reason, the Board may issue only the number of certificates in excess of those currently due and shall reduce the debt accordingly. If the number due the dealer or distributor is the same as or less than the number currently owing by him, the Board shall reduce the debt by that number and issue no certificates.

5. Section 6.11 is added as follows:

SEC. 6.11 Return of certificates when stoves are removed from rationing. (a) When a manufacturer, distributor, or dealer has received a certificate with an order for a stove which has not been transferred, delivered, or shipped on or before the day the stove ordered ceases to be a rationed stove, he shall return a certificate for the same type of stove to the person placing the order within 3 days after such stove ceases to be a rationed stove, or if by that time he has no certificate for that type of stove, as soon as he gets such a certificate. If a certificate other than the one issued to him is returned to a consumer, he shall promptly surrender it to his Board and he may, if he is still eligible, apply for a certificate to replace it.

6. Section 13.1 (a) (17) (iii) is amended by adding the word "naphtha," before the word "kerosene."

7. Section 13.1 (a) (17) (v) is amended by adding the word "naphtha," before the word "kerosene."

8. The undesignated paragraph following section 13.1 (a) (17) (viii) is amended to read: "The term includes a radiant heater, a sheet metal heating stove with grates or with a cast iron base or cast iron lining, and a portable oil stove. It does not include electric, charcoal or alcohol stoves, gas hot plates, gas laundry stoves, coal-wood burning laundry stoves, furnaces, waterheaters, wick-lamp cooking stove, or a gasoline camp stove, or gas cooking stoves which have asbestos or other non-metallic outside panels."

This amendment shall become effective August 15, 1944.

NOTE: All reporting and record keeping requirements of this amendment have been

approved by the Bureau of the Budget in accordance with the provisions of the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; W.P.B. Directive 1, 7 F.R. 562, and Supp. Dir. 1-8, 8 F.R. 6018)

Issued this 9th day of August, 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11892; Filed, August 9, 1944;
11:16 a. m.]

PART 1499—COMMODITIES AND SERVICES

[GMPR, Amdt. 1 to Order 24]

TOBACCO STICKS

For the reasons set forth in an opinion issued simultaneously herewith Order No. 24 under § 1499.18 (c) of the General Maximum Price Regulation is amended to read as follows:

§ 1499.1524 *Adjustment of maximum prices for tobacco sticks produced in the States of Indiana, Kentucky, Michigan, Ohio, West Virginia, Virginia, Maryland, Tennessee, North Carolina, South Carolina, Georgia, Alabama, and Mississippi*—(a) *Product covered.* This order covers, under the term "tobacco sticks," sticks made in the dimensions of $\frac{3}{4}$ " x 1" x 52" or 54" and 1" x 1" x 52" or 54" of any suitable species and which are of the quality (grade) required for use in the curing of tobacco.

(b) *Maximum price for sales by manufacturers.* The maximum price for sales of tobacco sticks by manufacturers in the following sizes shall be as set forth below. These prices are f. o. b. mill.

Size:	Per 1,000 pieces
1" x 1"—52" or 54"-----	\$16.00
$\frac{3}{4}$ " x 1"—52" or 54"-----	12.00

(c) *Maximum price for sales by dealers or distributors.* The maximum price for sales of tobacco sticks by dealers or distributors, other than manufacturers, shall be the f. o. b. yard or delivered cost plus \$4.00 per thousand sticks.

(d) *Addition for delivery.* The seller may add to the maximum price established in paragraph (b) or (c) above the actual charge or cost paid or incurred by the seller in making delivery to the purchaser.

(e) *Application of order.* This order applies to all sales of tobacco sticks produced in the States of Indiana, Kentucky, Michigan, Ohio, West Virginia, Virginia, Maryland, Tennessee, North Carolina, South Carolina, Georgia, Alabama, and Mississippi.

(f) This Order No. 24 may be revoked or amended by the Price Administrator at any time.

This amendment shall become effective August 10, 1944.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11893; Filed, August 9, 1944;
11:15 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, War Department

PART 203—BRIDGE REGULATIONS

SNOHOMISH RIVER AND STEAMBOAT SLOUGH, WASH.

Section 203.805 *Snohomish River, Wash.; Northern Pacific Railway and Great Northern Railway bridges and the State of Washington highway bridge at Snohomish, Wash.* Pursuant to section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U.S.C. 499), the provisions of § 203.805 are hereby extended to include the railroad and highway bridges across Steamboat Slough, near Marysville, Washington, and the highway bridge across the Snohomish River, at the foot of Hewitt Avenue, Everett, Washington, and are hereby further amended, both as to title and regulations, to read as follows:

§ 203.805 *Snohomish River and Steamboat Slough, Wash.; bridges where constant attendance of draw tenders is not required.* (a) The owners of or agencies controlling the bridges listed below will not be required to keep draw tenders in constant attendance.

(b) Whenever a vessel, unable to pass under a closed bridge, desires to pass through the draw, advance notice, as specified, of the time the opening is required shall be given to the authorized representative of the owner of or agency controlling the bridge.

(c) Upon receipt of such advance notice, the authorized representative of the owner of or agency controlling the bridge, in compliance therewith, shall arrange for the prompt opening of the draw at the time specified in the notice for the passage of the vessel.

(d) The owners of or agencies controlling the bridges shall keep conspicuously posted on both the upstream and downstream sides thereof, in such manner that it can easily be read at any time, a copy of these regulations together with a notice stating exactly how the representatives specified in paragraph (b) may be reached.

(e) The operating machinery of the draws shall be maintained in a serviceable condition, and the draws shall be opened and closed at intervals frequent enough to make certain that the machinery is in proper order for satisfactory operation.

(f) The bridges to which these regulations apply, and the advance notice required in each case, are as follows:

Snohomish River, Wash.; State of Washington Department of Highways bridge at the foot of Hewitt Avenue, Everett, Wash. (At least twelve hours' advance notice required: *Provided*, That during freshets a draw tender shall be kept in constant attendance upon order of the District Engineer of the Engineer Department at Large in charge of the locality.

Snohomish River, Wash.; bridges of the State of Washington Department of

Highways, the Northern Pacific Railway Company, and the Great Northern Railway Company at Snohomish, Wash. (At least twenty-four hours' advance notice required.)

Steamboat Slough, Wash.; bridges of the Great Northern Railway Company and the State of Washington Department of Highways near Marysville, Wash. (At least four hours' advance notice required.) (Sec. 5, River and Harbor Act, Aug. 18, 1894, 28 Stat. 362; 33 U.S.C. 499) [Regs. February 6, 1943 (CE 823 (Snohomish R.—Snohomish Wash.) (Mile 15)—SPEON) as amended 29 August 1944, (CE 823.01 (Snohomish River—Steamboat—Ebay Sloughs, Wash.)—SPEWR)]

[SEAL]

J. A. ULIO,
Major General,
The Adjutant General,

[F. R. Doc. 44-11873; Filed, August 8, 1944;
2:51 p. m.]

TITLE 46—SHIPPING

Chapter III—War Shipping Administration

[G. O. 11, Supp. 7]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

TIME CHARTER FOR FOREIGN FLAG DRY CARGO VESSELS

§ 302.48 *Amended time charter for foreign flag dry cargo vessels "Warship-time (Rev.) Forflag".* The Administrator, War Shipping Administration, adopts the following standard form of addendum for time charters, for such foreign flag dry cargo vessels as the administrator in his discretion may determine, heretofore entered into by the United States of America acting by and through the Administrator, to be known as "Warship-time (Rev.) Forflag":

Contract No. .

Form No. 102 (Rev.) FORFLAG

8/5/44

WARSHIP-TIME (REV.) FORFLAG

WAR SHIPPING ADMINISTRATION AMENDED TIME CHARTER FOR DRY CARGO VESSELS

WHEREAS, the Owner and the Charterer have heretofore entered into a charter agreement dated as of _____, 1942, providing for the charter of the Vessel upon the terms and conditions therein set forth, and

WHEREAS, the Charterer has found that in order to facilitate the prosecution of the war and otherwise to benefit the interests of the United States, it is necessary and desirable that the Charter be further amended to the extent provided for by this Addendum,

NOW, THEREFORE, the Charterer and the Owner do mutually agree to amend the Charter effective upon the date hereinafter set forth so that such Charter will be as follows:

AMENDED TIME CHARTER (hereinafter sometimes referred to as the Charter), dated as of _____, 19--, between _____ Address _____ OWNER of the SS/MS _____ (herein called the "Vessel"), and UNITED STATES OF AMERICA, acting by and through the Administrator, War Shipping Administration,

CHARTERER, the terms of the Charter being as follows:

PART I (REVISED)

The Vessel's particulars on which the rate of hire and valuation have been based in part by the Administrator are as follows: DEADWEIGHT capacity, as defined in Clause 5, Part II.

CLASSED
GROSS CAPACITY of refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer _____ cubic feet.

YEAR BUILT _____

CLAUSE A. PERIOD OF CHARTER: From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941: *Provided, however,* That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case, the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. TRADING LIMITS: As and where the Charterer may from time to time determine, subject to normal trading limits for a Vessel of her size, type and description.

CLAUSE C. The hire shall be \$_____ per calendar month or pro rata for any portion thereof, of which the sum of \$_____ per calendar month shall be compensation to the Owner for the use of the Vessel (herein sometimes referred to as the use rate) and the balance shall be compensation to the Owner for services required under the terms of this Charter (herein sometimes referred to as the service rate).

RATE REVISION: At any time, either party may request a redetermination of the rate of charter hire upon thirty (30) days' written or telegraphic notice to the other, but no rate redetermination prior to July 1, 1945 shall involve a change in the use rate factor of the charter hire. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within any such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and the Charterer shall make a redetermination of the rate of hire which shall apply for the balance of the period of this Charter. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, Part I.

In the event of such termination by either party, the Charterer may, at its option, defer compliance with any or all of its redelivery obligations hereunder: *Provided, however,* That compliance with such obligations shall not be extended beyond the expiration of the emergency proclaimed by the President of the United States on May 27, 1941.

CLAUSE D. For the period ending noon, E. W. T., April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and the insurance provided by the Charterer, is the sum of \$_____. For each subsequent twelve (12) month period the valuation, unless otherwise agreed, shall be reduced by _____.

By mutual agreement the valuation provisions of this Clause may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to

replacement of vessels which is applicable to this Vessel.

CLAUSE E. PORT OF DELIVERY:

CLAUSE F. TIME AND DATE OF DELIVERY:

CLAUSE G. PORT OF DELIVERY: Port of delivery, unless otherwise agreed: *Provided, however,* That at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

CLAUSE H. NOTICE OF REDELIVERY: The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

CLAUSE I. UNIFORM TERMS: This Charter consists of this Part I and Part II, conforming to the Amended Time Charter for Tank Vessels, published in the FEDERAL REGISTER of April _____, 1944.

The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions, of Part II shall be part of this Charter as though fully set forth in this Part I.

CLAUSE J. EFFECTIVE DATE OF THIS AMENDED CHARTER: Unless otherwise agreed this Amended Charter (Addendum) shall, conditioned upon the Vessel being in every way fitted for service as required by Clause 1 of Part II, be effective upon completion of discharge of the Vessel in a port in the Continental United States, excluding Alaska, on _____, 1944, or if the Vessel be in a port in the Continental United States, excluding Alaska, on _____, 1944, then effective _____, 1944, or if the Vessel has not returned to a port in the Continental United States, excluding Alaska, prior to _____, 1944, then effective _____, 1944, if the Vessel be in any port at that date, otherwise effective upon the Vessel's safe arrival at the Vessel's next port of call.

CLAUSE K. SPECIAL PROVISIONS: (1) With respect to reimbursement of war bonuses by the Charterer under any provisions of this Charter the individual war bonuses paid to the crew (including the Master and officers), shall not be in excess of the same percentage relation to the individual basic wages paid as exist between the individual basic wages and war bonuses paid on an American-flag ship with a like complement in the same service: *Provided,* That in no event shall the war bonuses for each member of the crew exceed those payable to the corresponding individual crew members of an American-flag vessel (including the Master and officers) with a like complement in the same service. If the Owner's arrangement is for the payment of a flat rate of wage per man (including the war bonuses), the Charterer agrees to reimburse the Owner the aggregate amount by which the aggregate flat wages paid by the Owner to the Master, officers or crew of the Vessel during the period of this Charter, exceed the aggregate wages (excluding the war bonuses) which would have been payable to the Master, officers and crew of an American-flag ship with a like complement in the same service: *Provided,* That in no event shall any aggregate amount so to be reimbursed be in excess of the aggregate of the war bonuses which would have been payable to the Master, officers and crew of an American-flag ship in the same service.

IN WITNESS WHEREOF, the Owner has executed this Charter in quadruplicate the ____ day of _____, 19____, and the Charterer has executed this Charter in quadruplicate the ____ day of _____, 19____.

As to execution for OWNER

ATTEST

_____ or if not incorporated

In the presence of:

Witness.

and

Witness.

Approved as to form:

Assistant general counsel.

By: _____

UNITED STATES OF AMERICA,

By: E. S. LAND, Administrator,
War Shipping Administration.

By: _____

For the Administrator.

I, _____, certify that I am _____ the duly chosen, qualified, and acting Secretary of _____ a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Charter on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

Secretary

(CORPORATE SEAL)

Form No. 101 (Rev.) FORMER
WASHINGTON (Rev.) FORMER

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS FOR DRY CARGO VESSELS

(PART II) — (REVISED)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery shall be ready to receive cargo with cleanswept holds and, as far as due diligence can make her so, tight, staunch, strong, and in every way fitted for normal commercial service for a vessel of her size, type, and description, having winches and power sufficient to run all the winches at one and the same time and a Master, and a sufficient complement of officers and crew (hereinafter referred to collectively as the crew) for a vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter.

The Vessel shall be employed in carrying passengers (to the extent permitted by law and available accommodations) and lawful merchandise, including petroleum or its products in proper containers, in lawful trades between safe ports or places, as the Charterer or its agents may direct.

The Vessel may be employed to tow or may be towed, but the Charterer shall indemnify the Owner for any loss, damage, claims or expenses resulting from any such use of the Vessel.

For the purpose of this Charter the Owner shall be entitled to the benefits of all waivers in the navigation and inspection laws granted by an authorized officer or by law or regulation.

If radio or other equipment is required to enable the Vessel to comply with this Clause and such equipment is leased by the Owner, it shall pay the rental and maintenance charges therefor, or if such charges are paid by the Charterer, such charges may be deducted from the hire.

CLAUSE 2. The whole reach and burthen of the Vessel's hold, decks, and usual places of loading (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal, reserving only space

proper and sufficient in the opinion of the Master for Vessel's crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores and fuel.

CLAUSE 3. A. Commencing with the time this Amended Charter becomes effective, the Charterer shall (except as otherwise expressly provided in this Charter) pay hire for the use of the Vessel and for the services required under the terms of this Charter at the rate provided in Clause C, of Part I of this Amended Charter and, subject to the provisions of said Clause C, in either case such hire shall continue until the time of the redelivery of the Vessel to the Owner as in this Charter provided, unless the parties hereto otherwise agree: *Provided, however*, That if the Vessel shall be an actual total loss, such hire or payments on account shall continue until the time of her loss, if known, or if the Vessel is unreported, such hire or payments shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days. If the Vessel is a constructive total loss under the terms of any insurance thereon or is declared a constructive total loss by the Charterer under the provisions of Schedule A, such hire or payments shall continue until Noon (EWT) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in Clause 31 of this Charter.

CLAUSE 3. B. If at the time of redelivery under this Charter, the Vessel shall require repairs of any damage arising from risks insured against or assumed by the Charterer or for which the Charterer is otherwise liable, hire as herein provided shall continue until completion by the Charterer of such repairs and of any work required of the Charterer by Clause 11, Part II, subject to the provisions of Clause C, Part I and Clause 11 D, Part II hereof.

CLAUSE 3. C. On the first day of each calendar month, the hire provided for in this Amended Charter and all other monies accruing during the preceding month in favor of the Owner, shall be due and payable.

CLAUSE 3. D. The Charter or its agents may advance currency or perform any services, or furnish any supplies or equipment, which are required by the Owner and are for the Owner's account under this Charter, and the Owner, upon being furnished evidence thereof, shall reimburse or secure the Charterer for the fair and reasonable dollar value of any currency so advanced, services so performed, or supplies and equipment so furnished, or let the Charterer's election the equivalent thereof may be deducted from the hire. It is understood that any such advances made or services performed or supplied and equipment furnished by the government of any country as aid to or for the account of the United States shall be deemed currency advanced, services performed, or supplies and equipment furnished by the Charterer.

CLAUSE 4. In the event that the Vessel is detained because of the happening of any event caused or contributed to by another vessel, person, corporation, or others, for which detention such third parties are or may be liable (the period of such detention to include the time necessary to proceed to, survey, and effect repairs unaccomplished upon the date of redelivery of the Vessel under this Charter), then for such period of detention the Charterer's obligation to the Owner for hire and for other sums otherwise accruing hereunder shall cease: *Provided, however*, That the Charterer shall indemnify and save the Owner harmless from any loss whatsoever by reason of the cessation of such obligations, and notwithstanding said cessation shall pay to the Owner a sum not less than the amount which would otherwise be payable to the Owner for such obligations in

the same manner and to the same extent as if such cessation had not occurred, but on performance of this indemnity the Charterer shall immediately become subrogated, to the extent of such indemnity, to all rights whatsoever of the Owner to recover for such detention from or against such vessel, person, corporation, or others, and the Charterer shall be entitled to bring and maintain suit or suits thereon in its own name or in the name of the Owner as the Charterer may see fit: *Provided, however*, That on the written request of the Charterer, the Owner shall in each instance, assert and prosecute such claims in the name of the Owner, but for and on behalf of the Charterer and at the Charterer's expense, such claims to be in a sum not less than the amount of the indemnity paid by the Charterer.

CLAUSE 5. A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2,240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation or equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer or any other agency of the United States.

CLAUSE 5. B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweight or bale cubic refrigerated capacity, in satisfactory form, heretofore or hereafter furnished by the American Bureau of Shipping shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 6. Except as otherwise provided in this Charter:

- (a) The Owner shall provide and pay for
 - (1) Wages of Master and crew;
 - (2) Subsistence;
 - (3) Galley, cabin, deck and engine room stores, supplies and equipment (except all water and fuel for any purpose);
 - (4) Maintenance and repair of Vessel and equipment to the extent required of the Owner under this Charter;
 - (5) Sales or other taxes based on the foregoing items; and
 - (6) Owner's overhead expenses.

(b) The Charterer shall provide and pay for all other charges and expenses whatsoever reasonably and properly incurred in the use, operation or employment of the Vessel hereunder.

For the purposes of this Charter:

(1) The term "wages" as used herein shall include all basic and emergency wages, bonuses for seniority or length of service, overtime and vacation allowances, life, health, retirement or other insurance benefits which are not required to be provided or paid for by the Charterer hereunder.

(2) The term "subsistence" shall include the cost, including delivery, loading and inspection charges thereon, of all edibles for consumption by Master and crew, and other persons covered by Clause 7 C hereof, and shall also include board and room allowances to Master and crew in lieu of subsistence and lodging aboard the Vessel.

(3) The term "galley, cabin, deck and engine room stores, supplies and equipment" shall mean those items referred to under the headings of "(15)" and "(24) Stores, Supplies and Equipment", page 8, of the General Financial Statement of the U. S. Maritime Commission, approved by the Budget Bureau No. 62-RO, 10-42.

(4) The term "maintenance and repair of Vessel and equipment" shall mean the items referred to under the headings "(25) Other Maintenance Expense" and "(40)" and "(49) Repairs", page 8 of said General Financial Statement.

(5) The term "overhead expense" shall include administrative and general expenses as presently itemized in General Order No. 22 of the U. S. Maritime Commission, Owner's advertising expenses, Owner's taxes (except sales and similar taxes, taxes assessed or based upon freights earned, and other taxes of any kind determined by the Charterer to be properly classifiable as voyage expenses), and the cost of employing agents or branch houses to perform any of the services required of the Owner under this Charter.

CLAUSE 7. A. The Charterer shall reimburse the Owner for actual out-of-pocket expenses, including all taxes paid by the Owner with respect to such expenses, for:

(1) All war bonuses (war risk compensation) paid to the master and crew (which term as used in this Clause 7 shall refer to the actual crew on board, even though in excess of the normal complement) in the manner and to the extent provided for in applicable decisions or advices of the Maritime War Emergency Board, as amended or modified from time to time, or in judicial decisions relating hereto.

(2) All extra compensation, including overtime, paid to the crew for services performed by the crew (a) in connection with cargo, at sea or in port, (b) in connection with shifting of Vessel in port for Charterer's purposes, or (c) preparatory to loading or discharging or sailing in convoy. If the Vessel operates in the Alaska trade, the Charterer shall also pay the extra crew costs exceeding costs that would have been incurred in similar operations in other ocean-going trades.

(3) All wages, and overtime paid to any extra crew members beyond the normal complement of the Vessel, or to other persons carried, who are required to be employed by the Owner because of (a) the Vessel's service under this Charter, (b) the loading or discharging of cargo, or (c) to care for any persons covered by Clause 7 C hereof. Extra wages or overtime paid to the normal complement of the Vessel in lieu of employing extra crew members or persons for the purposes above set forth shall also be reimbursed to Owner. The term "normal complement" as used in this Charter shall refer to the normal peacetime complement for off shore foreign trading for the average vessel of the same size, type and description as the Vessel chartered hereunder, as determined by the Administrator.

(4) All wages and overtime paid to security watchmen provided in compliance with any security requirements of any United States or other Government agency, and all overtime or additional wages paid to the crew by reason of compliance with such requirements.

(5) All extra clothing or effects for the Master and crew necessitated by the Vessel's service under this Charter (Charterer to have title to such extra clothing and effects).

CLAUSE 7. B. The Charterer shall, to the extent the Owner is not reimbursed under the provisions of Schedule A attached hereto, reimburse the Owner for out-of-pocket expenses or disbursements made on behalf of the Master or crew, or payments made to the Master or crew, for repatriation transportation (including return to port of shipment), and for wages and subsistence while awaiting

and during such transportation, where such expenses, disbursements, or payments are assumed by the terms of the Ship's Articles, the Owner's collective bargaining agreements or found by the Owner to be reasonably necessary or desirable. The Owner shall also be reimbursed for the cost reasonably incurred in furnishing men to replace members of the crew whose employment has terminated at ports in Alaska or outside the continental United States except the country of the vessel's registry, where suitable replacements are not readily available.

CLAUSE 7. C. The Charterer shall pay the Owner at the rate of \$1.50 per day per person (not in excess of fifty (50) persons) for providing subsistence aboard the Vessel for any person carried at the request of the Charterer or any agency of the United States or the military authorities of any Allied Government, or any extra crew members beyond the Vessel's normal complement required because of the Vessel's service under this Charter, and \$1.50 per day per person for providing subsistence aboard the Vessel for any extra complement thereby required. If a total of more than 50 extra persons referred to in this Clause 7 C are carried on the Vessel at any one time, the Owner shall be reimbursed for his actual costs for subsistence of the number in excess of 50, unless subsistence rates or schedules applicable to such excess number have been agreed upon between the Owner and the Charterer, in which event such rates or schedules shall govern. The term "subsistence" as used in this subsection shall include victualing, supplying with linens, bedding, laundry, and similar services, but the Owner shall not be obliged to furnish linens and bedding for such extra persons in excess of 50, unless otherwise agreed.

CLAUSE 8. A. The Charterer may disallow in whole or in part, as may be appropriate, and deny reimbursement for any expenses for which it is required to reimburse the Owner which are in contravention of the terms of this Charter, or are otherwise improvident or excessive.

CLAUSE 8. B. The Charterer shall reimburse the Owner for any additional extraordinary costs incurred which the Charterer, in its discretion, may allow upon finding that such costs are not intended to be covered in the allowance for services hereunder. In the event the Vessel is assigned by the Charterer for service between foreign ports, the Charterer shall make such adjustment, if any, as it deems appropriate to allow for increased cost of operation.

CLAUSE 8. C. In the event the Vessel is physically incapable of working for a period in excess of twenty (20) days while in a Continental United States port (excluding Alaska) or for a period of thirty (30) days while in Alaska or outside the Continental United States, the charter hire otherwise payable hereunder shall be reduced for the excess period by an amount equal to twenty (20) percent of the service rate, plus eighty (80) percent of the actual savings in wages for Master and crew during the entire period of layup. The Owner shall furnish reports of wage savings as soon as practicable after the termination of each month of such lay-up.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings and materials requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards and fittings and materials already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. Upon redelivery of the Vessel, the Charterer shall make good any damage to or shortage of shifting boards, fittings or materials which are on board at delivery.

CLAUSE 10. The Charterer shall pay for all fuel on board upon delivery, and the Owner

shall pay for all fuel on board on redelivery not in excess of Owner's normal requirements, at market prices current at the ports and times of delivery and redelivery, respectively.

CLAUSE 11. A. The Charterer or any agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament, and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property and are to be maintained at Charterer's expense. Such work shall be done so as not to affect the seaworthiness of the Vessel or the safety of the crew, and as not to be in contravention of any applicable law of the United States or regulation made pursuant thereto. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or at the request of the Charterer or any agency of the United States and restore the Vessel to her condition prior to any such installations, alterations, additions or changes, whether such installations, alterations, additions or changes were made under this Charter or prior to delivery under this Charter, except as may be otherwise provided herein.

CLAUSE 11. B. Commencing with the time this Amended Charter becomes effective, the Charterer shall pay the full actual cost of providing and maintaining all equipment and installations on the Vessel, beyond normal peace-time standards, then or thereafter set forth in sub-chapter O of Chapter I of the Regulations of the United States Coast Guard (Title 46, U.S.C.R.), or by other wartime regulations of any agency of the United States, except that if and so long as the Vessel remains under time charter, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements; *Provided, however*, That if the Owner has not entered into a form of addendum to the original time charter covering this Vessel designated as "Uniform Addendum to Time Charter Covering Adjustments of Certain Disputed Questions" and has not entered into a special agreement as and if contemplated in Paragraph Fourth of said addendum, then the obligations of the Charterer under this Clause 11-B shall be limited to items hereafter required and shall not cover items heretofore required as aforesaid. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11-A of the charter. The payments provided for in this paragraph shall be made in the same manner and shall not exceed in amount those payable to like American-flag vessels operating under similar Warship time (Rev.) or Warship oil time (Rev.) charters containing a clause substantially the same as the foregoing provisions of this paragraph.

CLAUSE 11. C. Any equipment, furniture, furnishings, or appliances belonging to the Vessel and not required by the Charterer may be removed by the Charterer, at the Charterer's expense, and upon termination of the Charter, unless the Vessel has been lost or requisitioned for title, any such removals are to be replaced on board the Vessel or made good by the Charterer at its expense. Storage charges arising from such removal shall be paid for by the Charterer.

CLAUSE 11. D. If, at the time of redelivery under this Charter the Vessel shall require any work or repairs of any damage arising from risks insured against or assumed by the

Charter, or for which the Charterer is otherwise liable under this Clause, Clause 11 A or any other Clause hereunder, the Charterer may, at its option, discharge such obligations by payment to the Owner in advance of an amount for reconditioning sufficient to provide for such work or repairs, which amount shall also include compensation at the rate of hire that would otherwise have been payable under this Charter, for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. If the Owner and Charterer agree such obligations may be discharged by a mutually satisfactory agreement.

CLAUSE 12. The Owner agrees at its expense to drydock the Vessel for the purpose of cleaning and painting her bottom, when necessary and not less than once in every nine months unless the Charterer otherwise agrees, and, when drydocking is due, the Charterer agrees to send the Vessel to a port where she can so drydock, clean and paint. All towage, pilotage, and other expenses incidental to such drydocking and all port charges incurred in connection therewith, shall be for the Owner's account regardless of whether Charterer's repairs are concurrently made.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master, to the extent permitted by governmental orders or directions, shall keep a full and correct log of the voyage or voyages, which shall be potent to the Charterer or its agents, and furnish the Charterer or its agents, when required and to the extent permitted by governmental orders or directions, with a true copy of port and daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer the Master shall prosecute his voyages with the utmost dispatch and shall render all customary assistance with Ship's crew and boats; and shall use due diligence in caring for and ventilating the cargo. The Master (although employed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency and prosecution of the voyages; and the Charterer shall load, stow, trim and discharge the cargo at its expense under the supervision of the Master, who, if requested, is to sign bills of lading for cargo as presented, in conformity with Mate's or Tally Clerk's receipts. Bills of lading are to be signed in the form and at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its agents may direct, provided that the Vessel can safely lie afloat at any time of tide.

CLAUSE 16. The Owner shall provide and maintain gear for all derricks and shall maintain the gear of the ship as fitted, and shall also provide ropes, falls and blocks customary in normal commercial operation. The Owner shall also provide on the Vessel lanterns and oil for night work, and give the use of electric lights when the Vessel is so fitted. The Charterer shall have the use of any gear on board the Vessel, including slings.

CLAUSE 17. The Vessel shall work night and day, if required by the Charterer, and all winches are to be at the Charterer's disposal during loading and discharging. Shore winchmen, when available and where required, shall be provided and paid by the Charterer.

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Clause Paramount:*

"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-to-Blame Collision Clause:*

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General Average Clause:*

"General average shall be adjusted, stated, and settled, according to Rules 1 to 16, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money, at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money."

(iv) *Amended "Jason" Clause:*

"In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is

owned or operated by the carrier, salvage shall be paid for as fully as if the salvaging ship or ships belong to strangers."

(v) *Liberties Clauses:*

"In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation."

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy."

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by

the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii), (iii), and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner, in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped, and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter arising or resulting from: Act of God; act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this Clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. The Insurance, Indemnity and Waiver program set forth in Schedule A annexed is hereby incorporated by reference in and made part of this Charter as though fully set forth in this Clause.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer, after deducting the Master and crew's shares, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expenses sustained as a result of the service, which shall always be a first charge on such moneys: *Provided, however*, That to the extent necessary to effectuate the purposes of the Insurance, Indemnity and Waiver program (Schedule A), claims for salvage on behalf of the Owner shall be made solely at the discretion of the Charterer.

CLAUSE 22. If the Charterer shall notify the Owner that the employment or the continued employment of the Master or any member of the crew or any agent of the Owner is prejudicial to the interests of the United States in the prosecuting of the war, the Owner shall make any changes necessary in the appointment.

If the Charterer shall have reason to be dissatisfied with the conduct of any member of the crew, the Owner shall, on receiving particulars of the complaint, investigate and make any changes practicable in the appointments or practices aboard the Vessel with respect to the maintenance of proper dis-

cipline, necessary to eliminate the reasons for such dissatisfaction by the Charterer.

CLAUSE 23. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force. Nothing herein shall be deemed to affect the Charterer's right of limitation or exemption from liability accorded under the provisions of section 4 of Public Law 17, 78th Congress.

CLAUSE 24. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 25. Liability for nonperformance of this Charter shall be proved damages.

CLAUSE 26. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 27. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 28. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, and if by reason of or in compliance with any such orders or directions anything is done or its not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however,* That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however,* That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, and the Vessel, her crew and cargo.

CLAUSE 29. If after redelivery the Vessel is arrested or attached upon any cause of action arising or alleged to have arisen from previous possessions or operation of the Vessel by the Charterer, or any subcharterer, or for which the Charterer is liable, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the approval of the Attorney General of the United States.

CLAUSE 30. The Charterer (except as to matters affecting only the stability of the Vessel) shall be exclusively responsible for proper loading, stowage and discharge of goods of an inflammable, explosive or dangerous nature, and shall comply with all applicable regulations and furnish any necessary fittings.

CLAUSE 31. The Charterer shall reimburse the Owner for all expenses for wages, bonuses and subsistence of the Master and crew and other out-of-pocket costs incurred by the Owner subsequent to the date of and arising from an actual or constructive total loss of the Vessel to the extent not recovered or reimbursed under any insurance on the Vessel or under this Charter or otherwise. If the extent of the damage or injury is

not sufficient to entitle the Owner to collect for an actual or constructive total loss under the provisions of any insurance on the Vessel in the absence of a declaration by the Charterer, then in addition to reimbursement of expenses as aforesaid, the Owner shall be entitled: (a) to charter hire at the rate of 3½ percent per annum on the then current valuation of the Vessel, commencing with the date when charter hire would otherwise terminate and ending four months thereafter or on the date of such declaration, whichever date is earlier; and (b) if the Vessel is declared a constructive total loss more than four months after the date charter hire would otherwise terminate, then to charter hire in an amount equal to the use rate payable under Part I from the end of such four months until the date of such declaration.

CLAUSE 32. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 26, 1944, having found that this Agreement is in the nature of a lease contract and that the profits of the use rate and agreed valuation (if any) hereunder can now be determined with reasonable certainty, that such use rate and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter with respect thereto adequately prevent excessive profits, the said use rate and agreed valuation (if any) are hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (1) (4) of the said Act. Nothing in this Clause 32 shall be construed as an admission by the Owners that the items exempted from renegotiation as aforesaid would be subject to the Renegotiation Act in the absence of the foregoing provisions. The service rate under this Charter shall be subject to renegotiation in accordance with the provisions of said Act, and with respect thereto this Charter shall be deemed to contain all the provisions required by subsection (b) of said Act, with the expressed understanding and agreement that the aggregate of the amount received or accrued to the Owner on account of the service rate under this and all other WASHINGTON or WASHINGTON CHARTERS containing similar renegotiation provisions shall be treated as a unit for the purpose of such renegotiation. There shall be inserted in each subcontract, subject to the Renegotiation Act and involving an estimated amount of more than \$100,000, a clause reciting in substance that such subcontract shall be deemed to contain all the provisions required by the Renegotiation Act. This Clause 32 shall be applicable only from the effective date of this Amended Charter. Nothing in this Clause 32 shall be construed as an admission or agreement by the Owner as to the applicability of the Renegotiation Act to this Charter for the period prior to the effective date of this Amended Charter or to any charter hire or other sums accruing prior to the effective date of this Amended Charter: *Provided, however,* That all rights, if any, which the Administrator may have to renegotiate any charter hire or other sums accruing prior to the effective date of this Amended Charter are hereby reserved by the Administrator.

CLAUSE 33. A. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except to the extent allowed by Title 18 U. S. Code, Section 206. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 33. B. The Owner shall not employ any person who advocates, or who is a mem-

ber of an organization that advocates, the overthrow of the government of the United States by force or violence, to perform any work under this Charter. As a condition to the employment of any person for the performance of such work, the Owner shall, if the Charter so directs, require each person to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 678, 77th Congress, or Public Law No. 23, 77th Congress, but the execution and filing of such affidavit shall be without prejudice to the right of the Charterer to require such further evidence in the premises as may be in the possession of the Owner as the Charterer may deem desirable.

CLAUSE 33. C. The Owner agrees that in performing the work required of it by this Charter, it will not discriminate against any worker because of race, creed, color, or national origin.

CLAUSE 33. D. The Owner shall not employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 33. E. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 34. Failure of the Master or Owner to protest against any act or omission of the Charterer, or any other agency of the United States, including any act, omission or order which in the opinion of the Master may affect the Vessel's seaworthiness or may be in contravention of the laws or regulations of the United States shall not prejudice the rights of the Owner under this Charter.

CLAUSE 35. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 36. A. In the event that this form of time charter is modified by the Charterer at any time prior to Oct 1, 1944, the owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

CLAUSE 36. B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 37. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

SCHEDULE A (FORFLAG)—INSURANCE INDEMNITY AND WAIVER PROGRAM

I. INSURANCE

(A) Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume as insurer:

(1) Insurance on the Vessel under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, (designated as Warshipreq. (FOR.), a copy of which is attached hereto) in the amount of the agreed value under this Charter, and covering only war risks (including malicious damage, sabotage, strikes, riots, and civil commotion.)

It is specially agreed, however:

(a) That the Owner, at its own expense except as provided in subparagraph (b) below will insure the Vessel with the American Marine Hull Insurance Syndicate in an amount to be determined by the Owner, and under the conditions of AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) which insurance shall include the interest of War Shipping Administration as Charterer.

(b) That the Charterer will reimburse the Owner for premiums paid on insurance taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above: *Provided, however,* Such reimbursement shall not exceed the amount of premiums payable on the value set forth in the Charter on the attachment of said insurance and at the time any further annual premium is due and payable. In consideration of such reimbursement, any recapture of profits from said Syndicate shall accrue to the sole benefit of the Charterer, and any return of premiums under the insurance procured by the Owner shall, to the extent that they represent premiums originally reimbursed by the Charterer, be repayable to the Charterer.

(c) That the Owner (at its option and expense) may procure excess insurance, including liability insurance, (without benefit of salvage, subrogation or right of contribution) above the limits of the insurance so procured, but such insurance shall not be on terms inconsistent with the provisions of this Charter or with the provisions of the insurance provided for above.

(d) That the insurance procured by the Owner pursuant to subparagraph (a) hereof as well as any additional insurance procured by the Owner pursuant to subparagraph (c) hereof, and any amount of self-insurance carried by the Owner in excess of the limits of the insurance procured pursuant to subparagraph (a) hereof, shall be subject to the provisions of Clause II of this Schedule A. In consideration of the foregoing, the Charterer hereby insures the Owner against any claim by the United States for damage to property or vessels of the United States or for loss of freight, demurrage or other claims covered by the collision clause in the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) policy, arising out of collision with the Vessel.

(e) That in the event of cancellation or termination of the insurance referred to in subparagraph (a) above (except for nonpayment of premium), or upon thirty (30) days written notice from Charterer to the Owner, the Vessel shall thereafter be insured for marine risks by the Charterer under the terms and conditions of the full form of standard hull policy of the War Shipping Administration (designated as Warshipreq. (FOR.) for the amount of the agreed value under this Charter.

(f) The Charterer hereby insures the Owner for payments of (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, not recoverable under the insurance on the Vessel taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph

(a) above solely by reason of the insured valuation of said policies being insufficient to provide complete indemnity to the vessel Owner in respect of the liabilities specifically referred to in this sub-paragraph (f), and not recoverable under insurance arranged pursuant to sub-paragraph (c) above: *Provided, however,* That the liability of the Charterer under this subparagraph (f), in respect of any one such class of liabilities, shall be limited for any one collision, casualty or occurrence to the amount, if any, by which the market value of the Vessel in sound condition at the date of such collision, casualty or occurrence, plus the Vessel's then pending freight, exceeds the insured value of the Vessel for total loss purposes under the insurance taken out by the Owner pursuant to subparagraph (a) above; it being understood that the amount of the Charterer's liability hereunder, if any, shall be applicable separately to each of the foregoing three classes of liabilities, with the full amount open for each.

(g) Without limiting the liability of the Charterer as insurer under this Charter, all repairs to the Vessel coming within the terms of the insurance assumed by the Charterer or procured by the Owner pursuant to this Schedule A shall be subject to the approval of the Charterer as to the extent, time and place of repairs. All repairs shall be carried out under the supervision of the Owner.

(h) In the event the Vessel is covered by a mortgage or lien held by any department or instrumentality of the United States, then any sum or sums payable by virtue of the provisions of this Clause I of Schedule A shall be payable for distribution to such department or instrumentality and/or the persons entitled thereto as their interests may appear.

(2) All insurance which the Owner may be obligated to provide, covering the crew with respect to loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations, and loss of or damage to personal effects. Unless otherwise directed by the Charterer, the Owner shall agree with the crew to provide the war risk insurance covering such items afforded by the Decisions of the Maritime War Emergency Board (as amended or modified from time to time) and the marine risk insurance covering such items afforded by the Second Seamen's War Risk Policy (published in the FEDERAL REGISTER of March 20, 1943, as Decision 1A of the Maritime War Emergency Board), as amended from time to time, and such Decisions and Policy shall be the measure and limit of the Charter's liability under this Clause. The Owner shall give effect to the foregoing by inserting the following language, or such other language as the Charterer may from time to time direct, in the form of a rider or otherwise, in the Ship's Articles or other contract of employment on all voyages of the Vessel under this Charter:

"It is agreed that the Master, Officers, and Members of the Crew shall be furnished the war risk insurance protection covering loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations and loss of or damage to personal effects, required by the Decisions of the Maritime War Emergency Board, as amended or modified from time to time, and the marine risk insurance afforded by the Second Seamen's War Risk Policy, as amended from time to time."

(3) War risk protection and indemnity insurance under the terms and conditions of the standard WAR RISK PROTECTION AND INDEMNITY policy prescribed by the War Shipping Administration, a copy of which is attached hereto, for the benefit of the Owner and the Charterer, as their interests may appear.

It is specially agreed, however,

(a) That the Owner, unless otherwise agreed, shall procure marine protection and indemnity insurance under the terms and conditions of the WARTIMEPANDI Policy (Requisitioned Vessels 1943) from an American Protection and Indemnity Underwriter approved by the Charterer which issues said form of policy, which insurance shall include the interests of the Charterer and its Time Charter Agents under Service Agreements, Berth Agents and Sub-Agents acting on their behalf. The Charterer shall reimburse the Owner for all premiums paid on such insurance in consideration of which any readjustment of premiums and any return premium shall be for account of the Charterer.

(b) That to the extent that cargo claims are recoverable under said insurance or are reimbursable to the Owner under the terms of this Charter, the Charterer, and its duly authorized Agents are authorized by the Owner to attend to the adjustment and settlement of or otherwise dispose of cargo claims in such manner (not inconsistent with the terms of said Protection and Indemnity Insurance) as may be determined by the Charterer.

(c) That in the event of cancellation (except for nonpayment of premium) of the insurance referred to in subparagraph (a) above by the Protection and Indemnity Underwriters, or upon thirty days' written notice from the Charterer to the Owner of its intention to terminate such insurance, the Charterer will then provide and pay for or assume as insurer, identical marine protection and indemnity insurance for the benefit of the Owner and the Charterer and the Charterer's Agents, as their interests may appear.

(d) That the Charterer assumes as insurer any liability of the Owner or the Charterer on account of loss, damage or expense in respect of lend lease cargo or cargo owned by the United States or any agency or department thereof, including but not limited to the War Department, Navy Department, Metal Reserves Company, Rubber Reserves Company, Defense Supplies Corporation, Reconstruction Finance Corporation or Foreign Economic Administration, which would be recoverable under the WARTIMEPANDI Policy (Requisitioned Vessels 1943) in the absence of the specific exclusion relating thereto, therein.

(e) That the Charterer hereby insures the Owner for excess protection and indemnity liabilities on said Vessel on terms and conditions identical to that provided by WARTIMEPANDI Policy (Requisitioned Vessels 1943) to the extent that said WARTIMEPANDI Policy (by reason of the insured amounts in said policy) does not provide the Owner with complete protection and indemnity. *Provided, however,* That the liability of the Charterer under this subparagraph (e) in respect of any one accident or occurrence shall be limited to the amount, if any, by which the market value of the vessel in sound condition at the date of such accident or occurrence plus the vessel's then pending freight exceeds the insured amounts in said WARTIMEPANDI Policy.

(f) That the Owner (at its option and expense) may procure additional insurance in excess of the limits of the insurance procured or provided pursuant to subparagraphs (a) and (e) hereof, but such insurance shall not be on terms inconsistent with the provisions of this Charter.

(g) That the Charterer shall reimburse the Owner for all claims paid by the Owner and not recoverable pursuant to the provisions of the standard WAR RISK PROTECTION AND INDEMNITY Policy, and WARTIMEPANDI Policy (Requisitioned Vessels 1943) referred to above, solely by reason of deductible

average, franchise or other similar deductions appearing in such policies.

(h) That the Charterer hereby insures the Owner for marine and war risk insurance against all carrier's liabilities with respect to cargo to be carried, carried, or which has been carried on board the Vessel directly incurred in consequence of the operation of the Vessel and not covered by the standard protection and indemnity insurance provided or procured pursuant to this paragraph (3), including, but not limited to, liability for deviation or overcarriage, liability for dry-docking with cargo on board the Vessel, liability under ad valorem Bills of Lading, and liability for carrying on deck, cargo covered by under deck Bills of Lading.

(4) Marine and war risk insurance covering the Owner's actual loss (or in the case of slop chests, the actual loss of the owner thereof) as determined by the Charterer, for (i) slop chests, (ii) cash carried on board the Vessel but not in excess of \$5000 unless otherwise agreed, and (iii) consumable stores. "Consumable Stores" within the meaning of this paragraph (4) shall mean all consumable and subsistence stores, (but not radio supplies, spares, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

(B) (a) If the Charterer elects to insure with commercial underwriters any of the risks assumed or insured against by it pursuant to this Schedule A, the Owner agrees, if so instructed by the Charterer, to file with such underwriters on behalf of the Charterer, reports, declarations, claims and the customary insurance documents, it being understood that except to the extent of any payment to the Owner by the underwriters such action on the part of the Owner shall in no way affect the Charterer's direct liability to the Owner with respect to risks assumed or insured against by the Charterer under this Charter.

(b) As soon as practicable after attachment of this insurance, the Owner shall furnish to the Charterer a statement of all unrepaired damage known to the Owner existing at the time of attachment of this insurance, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last dry-docking in a U. S. Continental Port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or at Charterer's option permit it to inspect, all deck and engine room logs, if available, and all surveys made at or subsequent to the last drydocking of the Vessel in a U. S. Continental Port.

(c) In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

(d) Insurance heretofore provided by the Charterer under this Charter shall terminate upon the attachment of this insurance: *Provided, however*, That claims for unrepaired damage under said prior insurance shall not be due and payable until the repairs are effected or if not so effected, until the termination of this insurance, but in no case shall the Charterer, as Charterer or insurer, be liable for such unrepaired damage in addition to a subsequent total or constructive total loss under this insurance or Charter.

(e) General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Charterer's agents who shall be entitled to receive the usual charges and commissions.

II. WAIVERS

(a) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel (1) owned by the United States, or (2) under charter to the United States on terms which would make the United States liable as Charterer, insurer or otherwise for such claims or (3) under charter to the United States and insured under the terms of the AMERICAN HULL FORM REVISION (Requisitioned Vessels 1943).

(b) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (a) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(c) The waivers provided in this Clause II of Schedule A shall be effective only as to claims relating to the Vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

(d) The Owner shall and does hereby waive any claim against any ship repairer, based on negligence or otherwise, arising out of repair or custody of the Vessel during the period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the repairer; *Provided, however*, That such waiver shall not preclude recovery by the Owner against the repairer for amounts less than the customary contractual limit of \$300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter.

(e) The Owner shall and does hereby waive any claim for loss of or damage to the vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the stevedore, except with respect to claims which the Owner cannot recover under the provisions of Clause I, (A), (1) (a) of this Schedule A, by reason of the franchise in the insurance provided pursuant to said Clause.

III. INDEMNITY AND INSURANCE

(a) The Charterer shall insure the Owner for and against any loss or damage suffered, or liabilities incurred, by the Owner for which claim is waived under the provisions of Clause II of this Schedule A (except claims for salvage in excess of actual cost in connection therewith), and which is not recovered by the Owner under any other provision of this Charter; *Provided, however*, That this indemnity shall not entitle the Owner to recover for loss or damage to the Vessel in an aggregate sum in excess of the agreed valuation; *And provided further*, That this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

(b) The Charterer shall reimburse, indemnify, and hold harmless the Owner, the Master and the Vessel for or from all consequences, losses and liabilities whatsoever directly resulting from compliance with or ef-

forts to comply with any orders or directions of the Charterer, its agents, representatives or employees, or any other agency of the United States or of any allied government, or orders or directions given as provided in Clause 23 of this Charter, unless properly chargeable to the Owners under this Charter or Schedule, or recoverable under (or within the franchise of) any of the insurance procured pursuant to the terms of this Schedule A. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

(c) The Charterer hereby assumes and indemnifies the Owner for any loss or liability, if not covered by the terms and conditions of any of the insurances provided for in this Schedule A, arising out of performance of services under any towage or pilotage contract customarily in use in the trades in which the Charterer uses the Vessel or which is specially agreed to by the Owner upon request or instructions of the Charterer.

IV. CONSTRUCTIVE TOTAL LOSS DECLARATION BY CHARTERER

If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, not constituting an actual or constructive total loss under the insurance provided in this Schedule A, that the continuation of the Charter is inadvisable because of the probable high cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the occurrence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the valuation provisions of this Charter as though the Vessel were an actual total loss; *Provided, however*, If the Vessel is in fact a constructive total loss within the terms of the insurance provided by the Owner pursuant to this Schedule A, no such payment shall be made by or on behalf of the Charterer, or if the Owner shall have elected to recover for the estimated cost of repairing the damage to the Vessel under the terms and conditions of American Hull Form Revised (Requisitioned Vessels 1943) the amount payable by the Charterer to the Owner shall be reduced by the amount payable under such insurance. If the Owner does not so elect or shall not have so elected within ninety (90) days of declaration of a constructive total loss by the Charterer then the Charterer shall be subrogated to all of the rights of the Owner under such insurance. Against any such payments received by the Owner from the Charterer or the Owner's insurer, as the case may be, the Owner will, if the Charterer elects to take title, give such releases and instruments granting the Vessel or the property of her remaining to the Charterer as the Charterer may require and that are not inconsistent with the terms and conditions of the AMERICAN HULL FORM REVISION (Requisitioned Vessels 1943).

V. ATTACHMENT OF INSURANCE

This Schedule shall be effective, and the insurance to be provided by the Charterer hereunder shall attach simultaneously with the effective date and time of this Amended Charter (Addendum) to which it is annexed: *Provided, however*, If the Vessel be then at sea the insurance provided by the Charterer shall not attach until Vessel's next arrival in safe port.

8/5/44

WARSHIPREQ (FOR.) POLICY

UNITED STATES OF AMERICA
WAR SHIPPING ADMINISTRATIONCharter No. _____ No. H. _____
Date _____

BY THIS POLICY OF INSURANCE DOES, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured, lost or not lost:

ON THE STEAMER (or Motor Vessel) called the _____ (or by whatsoever name or names the said Vessel is or shall be called), under charter to the War Shipping Administration pursuant to Charter Number _____

Loss, if any, payable to the person entitled thereto, or order.

IN A SUM as provided for in the Charter Party referred to above.

AT AND FROM _____ to the day and hour of redelivery of the Vessel under, or to the termination of, the Charter referred to above, whichever shall first occur.

SPECIAL CONDITIONS:

A. THE FOLLOWING CONDITIONS SHALL APPLY TO ALL VESSELS INSURED HEREUNDER.

1. (a) This policy shall respond for payments of general average, salvage, and collision liabilities incurred by the vessel, if covered hereby, even though the amount of such charges or liabilities may exceed the sum insured hereby or the contributory value or limitation of liability value may be greater than the value named herein; provided, however, except as provided in subparagraph (b) hereof, the total amount payable hereunder in respect of all claims arising out of any one occurrence or disaster, for liabilities under the Collision Clause and liabilities for salvage and general average shall not exceed, in the aggregate, double the amount insured on the vessel, plus any expenses of litigation incurred with the written consent of the War Shipping Administration; but (in addition to the foregoing limitation on the aggregate amount payable) in the case of vessels built in 1934 or thereafter neither (a) the amount recoverable in respect of liabilities under the Collision Clause nor (b) the aggregate amount recoverable in respect of salvage and general average shall (in respect of any one occurrence or disaster), exceed 110% of the amount insured, plus the amount of any such expenses of litigation.

(b) It is further agreed that the limits of liability as stated above and sue and labor charges recoverable under this policy shall be increased by the amount, if any, by which the market value of the vessel in sound condition at the time of such collision, casualty or occurrence, plus the vessel's then pending freight, exceeds the insured value hereunder for total loss purposes; it being understood that the amount of such additional coverage shall be applicable separately to (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, with the full amount open for each.

(c) Nothing contained in this Clause I shall be construed as increasing the amount recoverable in respect of claims for physical loss or of damage to the insured vessel.

2. This insurance shall not be prejudiced by the participation of the Assured in any agreement as to the Waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

3. With respect to the risks and perils insured against hereunder, it is warranted that no insurance in excess of the value hereinafter provided for, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance except as permission to place additional insurance is granted by the Administrator, and then only in accordance with the terms of

such permission. *Provided always* that a breach of this warranty shall not afford the assurers any defense to a claim by mortgagees or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk, or general average, salvage or collision liabilities.

4. This insurance shall be subject to the following clauses:

(a) With leave to sail or navigate with or without pilots, to go on trial trips and to assist or tow vessels or craft whether customary or in distress or not, and whether under a pre-arranged contract or not, or be towed, all at no additional premium.

(b) This insurance shall not be subject to any Trading Warranties.

(c) Any notice required by the terms of this policy shall be transmitted by the Assured to the Director of Wartime Insurance as soon as may be reasonably practicable. In transmitting such notice the Assured shall comply with all relevant Security Orders of the War Shipping Administration.

(d) Radio apparatus and equipment and other apparatus or equipment used for the purposes of communication or as aids to navigation or safety devices shall be covered by this insurance and included within the amount insured on the vessel as hereinbefore set forth, even when not owned by the vessel owner, provided the vessel owner has prior to date of loss assumed liability therefor; but the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the vessel owner's liability or the liability to which underwriters would be subject if the property were fully owned by the vessel owner, whichever shall be the lesser.

5. In the event of claims arising from collision between the insured vessel and a sister-ship, or in the event of claims for salvage services rendered to the insured vessel by a sister-ship the sister-ship salvage clause and the sister-ship collision clause contained in the attached form of policy shall be deemed deleted therefrom in any case where the assured by any charter, or other agreement entered into by the War Shipping Administration and binding upon the Assured, would be bound to waive such claims if the vessels were not sister-ships.

6. This policy is issued pursuant to the obligation assumed by the War Shipping Administration in Clause I of Schedule A of the Charter Party referred to herein, and shall not be deemed to govern the relationship between the War Shipping Administration and the owner except as to such obligation nor to override any other provisions of the Charter Party.

7. It is agreed that liability for damage to cargo arising under any agreement to which the War Shipping Administration is a party or is bound, for the waiver or adjustment of collision claims, shall be among the liabilities covered by the Collision Clause herein, subject, however, to the same limitations and conditions which apply to other liabilities covered by the same clause. It is further agreed that where, under any such agreement, cargo's liability for General Average is waived, the cargo's proportion of any General Average sacrifices and expenses incurred by the vessel shall be payable under this policy as part of the hull's proportion of General Average, to the extent provided in Special Condition No. 1 hereinabove.

8. As between this Policy and any other policy covering the same or similar risks on the insured Vessel, such other policy shall be deemed primary and this insurance secondary. It is agreed, nevertheless, that any losses which would be payable hereunder in the absence of such other insurance shall be advanced under this Policy if the Assured is unable to collect them under such other

policy within 60 days after filing the usual proofs of loss and interest. Thereafter the Assured shall, at the expense and under the direction of the Administrator, take whatever steps the Administrator may deem necessary or advisable for the collection of such loss under such other policy; and the net recovery under such other policy shall be applied, so far as necessary to the reimbursement of the amount advanced by the Administrator.

9. Where, under the terms of the Charter Party, the Administrator has a right to declare and does declare the vessel a constructive total loss as between himself and the Assured, the Assurer shall not be liable for unrepaid damage.

B. This insurance covers only those risks which would be covered by this policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained herein but which are excluded by that warranty (such insurance being subject to the warranties and additional clauses contained in the War Risk Clauses).

C. Said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this policy, is and shall be valued at the amount in accordance with the provisions of the Charter Party, referred to above.

Unless deleted or superseded by the Underwriters the following warranty shall be paramount, and shall supersede and nullify any contrary provision of the policy:

F. C. & S. CLAUSES:

(1) Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage, or expense caused by or resulting from capture, seizure, arrest, restraint, or detention, or the consequences thereof or of any attempt thereof, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom.

(2) For the purpose of this warranty the term "consequences of hostilities or warlike operations" shall be deemed to include the following:

(a) Collision caused by failure, in compliance with wartime regulations, of the insured vessel or any vessel with which she is in collision to show the usual full peacetime navigation or anchorage lights.

(b) Stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations.

(c) Stranding caused by the failure of the insured vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime but in which the employment of a pilot is dispensed with in compliance with military, naval or other Governmental orders, or with a view to avoiding imminent enemy attack.

For the purposes of this Paragraph (3) any such failure to show lights, or absence of lights, buoys, or similar peacetime aids to navigation, or failure to employ a pilot, shall be presumed to be the cause of the collision or stranding unless the contrary be proved, and stranding shall include sinking consequent upon stranding or contact with any part of the land.

(d) Collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service.

(e) Stranding, collision or contact with any external substances other than water (ice included) as a result of deliberately placing

the vessel in jeopardy in compliance with military, naval or other Governmental orders in order to avoid imminent enemy attack, or as an act or measure of war taken in actual process of embarking or disembarking troops or material of war.

(3) The fact that the insured vessel or any vessel with which she is in collision is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to exclude from this policy any claim which is not excluded under the terms of Paragraph (2) above.

(4) Where by reason of any of the foregoing provisions damage sustained by the insured vessel in collision would not be payable under this policy, it is understood and agreed that liability of the assured for damage caused in such collision shall not be covered by the Collision Clause in the Policy.

(5) It is agreed for the purposes of subdivision (2) (d) above all vessels manned and operated by the Department of the Navy of the United States of America shall be treated as though designed to be employed primarily in armed combat service.

This Policy is made and accepted subject to the foregoing stipulations and conditions and to the printed conditions on the following pages which are specially referred to and made part of this policy, it being understood and agreed in the case of any conflict or inconsistency the foregoing shall prevail over those which follow.

In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

IN WITNESS WHEREOF, the War Shipping Administration has caused this Policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator.

Countersigned at Washington, D. C., this _____ day of _____, 19____.

Beginning the Adventure. Beginning the Adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services, and trades whatsoever and wheresoever, under steam, motor power, or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Assurers the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a prearranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by the Assurers, but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise. Including all risks of docking, undocking, changing docks, or moving in harbor and going on or off gridiron or graving dock as often as may be done during the currency of this Policy.

Notice of Accident and Survey. In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Assurers, where practicable, prior to survey, so that they may appoint their own surveyor if they so desire. *All repairs shall be subject to the approval of the Assurer as to the extent, time*

and place of repairs and without limiting the foregoing the Assurers shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with Assurers' requirements being refunded to the Assured) and Assurers shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Assurers may take or may require to be taken tenders for the repair of such damage.

Adventures and Perils—Sue and Labor. Touching the Adventures and Perils which the Assurers are content to bear and take upon themselves, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprizals, Takings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and Peoples, of what nation, condition, or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Ship, etc., or any part thereof; excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the policy or by endorsement, and in case of any Loss or Misfortune, it shall be lawful for the Assured, Their Factors, Servants, and Assigns, to sue, labor, and travel for, in, and about the Defence, safeguard, and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this insurance, to the Charges whereof the Assurers will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Assurers or Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

Latent Defect and Negligence. This insurance also specially to cover (subject to the Average Warranty) loss or damage to hull or machinery directly caused by the following: Accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel; Explosions on Shipboard or elsewhere; Bursting of boilers, breakage of shafts or any latent defect in the machinery, or hull (excluding, however, the cost and expense of repairing or renewing the defective part); Contact with Aircraft; Negligence of Master, Charterers, Mariners, Engineers, or Pilots; *Provided*, Such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Managers, Masters, Mates, Engineers, Pilots, or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.

Sister-Ship Salvage. And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

General Average. General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the law and Usages of the Port of New York; *Provided* always, That when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

G. A. and S. Liability. When the contributory value of the Vessel is greater than the

valuation herein, the liability of the Assurers for General Average contribution (except in respect to amount made good to the vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and the Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

S., S. C., and S. and L. Liability. In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labor Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable, bears to the value of the saved property. *Provided*, That where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Average Warranty. Notwithstanding anything herein contained to the contrary, this Policy is warranted free from Particular Average under 3 percent, or unless amounting to \$4,850; but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Assurers shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the Mouth of the San Pedro River) or its tributaries, or in the Danube or Demberara Rivers, or on the Yenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

Voyage. The Warranty and conditions as to Average under 3 percent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz: at any time at which the Vessel (1) begins to load cargo or (2) calls in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further in either case, until she begins to load a subsequent cargo or calls in ballast for a loading port. When the Vessel calls in ballast to effect damage repair such calling shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 percent above referred to, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which

a claim is made on this or the preceding policy.

Constructive Total Loss. No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss, the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Assurers for freight, whether notice of abandonment has been given or not.

Unrepaired Damage. In no case shall the Assurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

Full Collision—Sister-Ship Collision. And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Owners or Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Assurers will pay the Owners or Charterers such proportion of such sum or sums so paid as the Assurers' subscription hereto bears to the value of the Vessel hereby insured: *Provided always*, That their liability in respect of any one such collision shall not exceed their proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, the Assurers will also pay a like proportion of the costs which the Owners or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owners or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. *Provided always* that this clause shall in no case extend to any sum which the Owners or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury: *And provided also*, That in the event of any claim being made by the Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the

time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

WAR RISK CLAUSES

It is agreed that this insurance also covers those risks which would be covered by the attached policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained therein but which are excluded by that warranty.

This insurance, insofar as it relates to war risks, is also subject to the following warranties and additional clauses:

The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not, and/or military or naval aircraft and/or other engines of war including missiles from the land, and warlike operations and the enforcement of sanctions by members of the League of Nations, whether before or after declaration of war and whether by a belligerent or otherwise; but excluding arrest, restraint, or detention under customs or quarantine regulations, and similar arrests, restraints, or detentions not arising from actual or impending hostilities or sanctions.

If the vessels be insured under marine policies which include the risks of pirates, claims arising from piracy shall nevertheless be paid under this policy and the underwriters hereof shall have no right to contribution from the underwriters of such marine policies it being understood that as between the two sets of policies losses due to piracy are payable under marine policies only to the extent that such losses are not collectible under the war risk policies.

The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured. Also warranted not to abandon in case of blockade and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade to be at liberty to proceed to an open port and there end the voyage.

Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints, or detentions, of kings, princes or peoples.

Warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, preemption, or confiscation by the Government of the United States of America or any State or political subdivision thereof or any government which is or may become party signatory of the "United Nations Pact", promulgated on or about January 2, 1943.

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions including damage caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage, or expense caused by or resulting from (a) civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, or (b) delay, detention, or loss of use.

Where, as a result of a risk or peril hereby insured against, damage sustained by the insured vessel in collision would be payable under the provisions of this policy, liability of the Assured for damage caused by such

collision shall be deemed to be covered hereunder subject to the terms and provisions of the Collision Clause of this policy.

WAR RISK PROTECTION Policy No. WPI
AND INDEMNITY Charter No. -----

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

IN CONSIDERATION OF THE STIPULATIONS herein agreed and the terms of the charter referred to above, does insure in accordance with applicable provisions of law ----- Hereinafter called the Assured, in respect to the vessel called -----, in the maximum amount of \$175 per gross registered ton, if the insured vessel is a dry cargo or tank vessel completed prior to January 1, 1938; or in the maximum amount of \$250 per gross registered ton if the vessel does not come within the foregoing description or if it is a fully refrigerated vessel or seatrail: *Provided however*, That the maximum amount of insurance hereunder with respect to any one accident or occurrence shall be the sound market value of the insured vessel on the date of the accident or occurrence plus her then pending freight, if such sound market value plus pending freight shall exceed \$175 per gross registered ton, or \$250 per gross registered ton, whichever figure is applicable to the insured vessel at and from ----- to the day and hour of redelivery of the vessel under, or to the termination of, the charter referred to above, whichever shall first occur, subject to the terms and conditions hereinafter set forth against liabilities as hereinafter described,

Loss if any payable to -----

WAR RISK ONLY CLAUSES

The following War Risk only Clauses (Clauses A, B and C) shall be deemed to over-ride P. & I. Clauses (Articles 1 to 25 inclusive) wherever they may be in conflict.

Clause A. This insurance covers only those liabilities which would be covered by this Policy under Articles 1 to 25 inclusive in the absence of the F. C. & S. Clause (Article 25 (d)), but which are excluded by that Clause. The Assurer agrees to indemnify the Assured against loss, damage or expense as aforesaid which the Assured shall become liable to pay and shall by reason of the fact that the Assured is the owner, or charterer, or the general or time charter agent or agent or berth-agent or sub-agent of the owner or Charterer (mortgagee, trustee, or receiver thereof as the case may be) of the insured vessel.

Clause B. The Assurer shall also indemnify the Assured against losses arising as a result of the Assured's contractual liability, or against costs incurred by the Assured at the direction or in conformity with the wishes of the War Shipping Administration or any other Governmental agency, for repatriation of the crew to a United States port, as required, resulting from capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereat, or the consequences of hostilities or warlike operations, whether before or after declaration of war.

Clause C. This Policy is warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, preemption, requisition or confiscation by the Government of the United States of America, or any state or political subdivision thereunder, or any Government which is, or may become a party signatory of the "United Nations Pact" promulgated on or about January 2nd, 1942.

"P. AND I. CLAUSES"

(1) *Loss of life, injury and illness.* Liability for life salvage, loss of life of, or personal

injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the assured, or in case of his death to his beneficiaries, under any compensation act. Liability hereunder shall also include burial expenses not exceeding \$200, where reasonably incurred by the assured for the burial of any seaman. The term Person as aforesaid shall include any Person or Persons carried on the insured vessel.

(a) Insurance hereunder, shall cover the liability of the assured for claims under any compensation act (other than hereafter excepted) in respect of employees (i) who are members of the crew of the insured vessel, or (ii) who are placed on board the insured vessel with the intention of becoming a member of her crew, or (iii) who, in the event of the vessel being laid up and out of commission, or engaged in the upkeep, maintenance or watching of the insured vessel, or (iv) who are engaged by the insured vessel or its Master to perform stevedoring work in connection with the vessel's cargo at ports in Alaska and ports outside the Continental United States where contract stevedores are not readily available. This insurance, however, shall not be considered as a qualification under any Compensation Act, but, without diminishing in any way the liability of the Assurer under this policy, the Assured may have in effect policies covering such liabilities. All claims under such Compensation Acts for which the Assurer is liable under the terms of this policy are to be paid without regard to such other policies.

(b) Insurance hereunder shall not cover any liability under the provisions of the Act of Congress approved September 7th, 1916 and as amended, Public Act #267, Sixty Fourth Congress, known as the U. S. Employees Compensation Act.

(c) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

(d) Notwithstanding anything to the contrary contained in Paragraph (20), liability hereunder shall be extended to cover claims of seamen under any Workmen's Compensation Act whether the liability of the Assured for such claims arises under contract or otherwise.

(2) *Repatriation Expenses.* Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel: *Provided, however, That the Assurer's liability for repatriation expenses shall be no greater than if the vessel were privately owned by an American Citizen or than if the employer were a private American Shipowner, and that the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by reason of the voluntary termination of the agreement. Wages shall be included in such expenses when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.*

(3) *Collision.* Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the Four-fourths Collision Clause in the American Institute Hull Form of policy: "And it is further agreed that if the vessel hereby insured shall come into collision with any other ship or vessel and the Assured or the Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking

shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the vessel hereby insured. And in cases where the liability of the vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principal of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. *Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and a similar structures, consequent on such collision, or in respect of the cargo or engagement of the insured vessel, or for loss of life, or personal injury."*

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(c) Notwithstanding the foregoing, the Assurer shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Assurer.

(4) *Damage Caused otherwise than by Collision.* Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the

excess over any amount recoverable under any other insurance applicable on the property.

(5) *Damage to Docks, Buoys, etc.* Liability for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(b) Insurance hereunder shall cover all liabilities for cold damages that the insured vessel or her owners would have if she were privately owned by an American citizen and irrespective of the ownership of any property the vessel may damage: *Provided, however, That the rights of the Assurer shall be the same as though the vessel were privately owned.*

(6) *Wreck removal.* Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefore; *Provided, however, That:*

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have inured, to the benefit of the Assured;

(b) The Assurer shall not be liable for any costs or expenses which would be covered by full insurance under the American Institute Hull form of policy, 7/1/41 issued by the American Marine Hull Insurance Syndicate;

(c) *The Assurer shall not be liable for any costs or expenses for which a private American vessel owner would not be legally liable; or for any costs or expenses from which a private American vessel owner could relieve himself by abandonment of the wreck to the United States Government or by other appropriate action.*

(7) *Cargo.* Liability for loss of or damage to or in connection with cargo or other property (except mail or parcels post), including baggage and personal effects of persons other than members of the crew, and not exceeding \$100 per person, to be carried, carried or which has been carried on board the insured vessel; *Provided, however, That no liability shall exist hereunder for:*

(a) *Specie, bullion, jewelry, etc.* Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious metals, precious stones, jewelry, silks, furs, bank notes, bonds or other negotiable documents, or similar valuable property.

(b) *Refrigeration.* Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage and found in all respects fit, and unless the Assurer has approved in writing the form of contract under which such cargo is accepted for transportation;

(c) *Deviation.* Loss, damage or expense arising from any deviation or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefore, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary. Knowledge of the United States Governmental Departments or Agencies, other than the War Shipping Administration, its General or Time Charter Agents or Berth Agents in the conti-

mental United States, shall not be considered as knowledge of the Assured in respect to deviation or proposed deviation; furthermore, the Assured shall not be prejudiced in respect to insurance hereunder in event of delay in reporting any deviation to the Assurer due to laws or governmental regulations or practices due to military reasons.

(d) *Stowage in Improper Spaces.* Loss, damage, or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

(e) *Misdescription of Goods.* Loss, damage, or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

(i) *Freight.* Freight on cargo short-delivered, whether or not prepaid, or whether or not included in the claim and paid by the Assured; And provided further, That:

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

(k) *Protective clauses required in contract of affreightment.* Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form herein-after specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

(l) *Carriage of Goods by Sea Act.* When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

(m) *Limit of \$500 per package.* When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and a clause limiting the Assured's liability for total loss or damage to goods shipped to \$500

per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Assurer on terms agreed, in writing.

(n) *Oral contract.* In the event cargo is carried under an arrangement not reduced to writing, such cargo shall be deemed to be carried under a charter party, bill of lading, or contract of affreightment incorporating the terms and conditions of the War Shipping Administration uniform bill of lading in the present form as published in Vol. 7, No. 134, p. 5246-5251 of the FEDERAL REGISTER or as modified by the War Shipping Administration;

(o) *Assured's.* Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss or damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

(p) *Land transportation.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo being transported on land or on another vessel;

(q) *Cargo on dock.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew;

(8) *Fines and penalties.* Liability for fines and penalties for the violation of any laws of the United States, or of any state thereof, or of any foreign country: *Provided, however,* That the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

(9) *Mutiny misconduct.* Liability for expenses incurred in resisting any unfounded claim by the master or crew or other persons employed on board the insured vessel, or in prosecuting such persons or persons in case of mutiny or other misconduct; not including, however, costs which would not reasonably be incurred by a private American vessel owner under similar circumstances, nor costs of successfully defending claims elsewhere protected in this policy.

(10) *Quarantine expenses.* Liability for extraordinary expenses, incurred in consequence of the outbreak of plague or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the wages or provisions of crew or passengers; *Provided, however,* That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine;

(11) *Putting in expenses.* Liability for port charges incurred solely for the purpose of putting in to land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance stores and provisions as the result of the deviation.

(12) *Cargo's propn. G/A.* Liability for Cargo's proportion of General Average, in-

cluding special charges, so far as the Assured cannot recover the same from any other source; *Provided, however,* That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz:

Negligence G/A. clause. "In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvago and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvago shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers."

(13) *Expenses and law costs.* Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) If the master of the insured vessel shall be sued by reason of any event which imposes on the Assured a liability against which the Assured is indemnified under this policy, the Assurer will pay the costs and expenses of the defense of such suit subject to the provisions of paragraph (13), and will indemnify the master of such vessel to the same extent as though he were an assured under this policy: *Provided, however,* That the Assurer shall not be liable to indemnify the master in excess of the amount (a) for which the owner of said vessel would have been liable, or to which such owner could have limited liability, if such owner has been sued instead of the master, or (b) for which the Assurer would be liable under this policy had the suit been brought against the owner of the vessel.

(15) Expenses which the Assured may incur under authorization of the Assurer in the interest of the Assurer.

GENERAL CONDITIONS AND LIMITATIONS

(16) *Prompt notice of claim.* In the event of any happening which may result in loss, damage or expense for which the Assurer may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Assurer, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance.

The assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within twelve (12) months after payment by the Assured.

(17) *Time for suit.* In no event shall suit on any claim be maintainable against the Assurer unless commenced within eighteen (18) months after the loss, damage or expenses resulting from liabilities, risks, events,

occurrences and expenditures specified under this policy shall have been paid by the Assured.

(18) *Settlement of claims.* The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer for settlement of any legal proceedings in respect of any occurrences for which the Assurer is liable under this policy: *Provided, however,* That in respect of any occurrence likely to give rise to a claim under this Policy, the Assured is obligated to and shall take such steps to protect his and the Assurer's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.

(19) *Defense of Claims.* Whenever required by the Assurer, the Assured shall aid in securing information and evidence, subject to any governmental limitations as to the confidential character of such information or evidence, and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

(20) *Assumed Contractual Liability.* Unless otherwise agreed by endorsement hereon, the Assurer's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract; provided, however, that the acceptance by the Assured of towage contract or agreement limiting the liability of towboats or their owners shall not affect the Assured's right of indemnity from the Assurer for any liability, loss, damage or expense covered under this policy.

(21) *Assignment.* No claim or demand against the Assurer shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Assurer without the express consent of the Assurer: *Provided, however,* That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

(22) *Subrogation.* The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.

(23) *Double Insurance.* The Assurer shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in Paragraph (1) (a) hereof.

(24) *Limitation of liability.* If and when the Assured under this policy has any interest other than as an owner or bare boat charterer of the insured vessel, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner or bareboat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

(25) Notwithstanding anything to the contrary contained in this policy, the Assurer shall not be liable for any loss, damage, or expense sustained, directly or indirectly, by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancellation or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the American Institute Hull form of policy, 7/1/44 issued by the America Marine Hull Insurance Syndicate on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense.

(d) Capture, seizure, arrest, restraint or detention, or the consequences thereof, or of any attempt thereof, or the consequences of hostilities or war-like operations, whether before or after the declaration of war;

(e) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety; *Provided, however,* That this exception shall not apply to claims covered under paragraph (1) of this policy.

(f) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

IN WITNESS WHEREOF, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Countersigned at Washington, D. C., this _____ day of _____, 19____.

E. S. LAND,
Administrator.

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND,
Administrator.

AUGUST 5, 1944.

[F. R. Doc. 44-11841; Filed, Aug. 8, 1944;
10:56 a. m.]

[G. O. 11, Supp. 8]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERE TO

TIME CHARTER FOR FOREIGN FLAG TANK VESSELS

§ 302.53 *Amended time charter for foreign flag tank vessels "Warshipovertime (Rev.) Forflag".* The Administrator, War Shipping Administration, adopts the following standard form of addendum for time charters, for such foreign flag tank vessels as the Administrator in his discretion may determine, heretofore entered into by the United States of America, acting by and through the Administrator, to be known as "Warshipovertime (Rev.) Forflag":

Contract No. ____

Form No. 102 (Rev.) Forflag

8/5/44

WARSHIPOVERTIME (REV.) FORFLAG

WAR SHIPPING ADMINISTRATION AMENDED TIME CHARTER FOR TANK VESSELS

WHEREAS, the Owner and the Charterer have heretofore entered into a charter agreement dated as of _____, 1942, providing for the charter of the Vessel upon terms and conditions therein set forth, and

WHEREAS, the Charterer has found that in order to facilitate the prosecution of the war and otherwise to benefit the interests of the United States, it is necessary and desirable that the Charter be further

amended to the extent provided for by this Addendum.

Now, THEREFORE, the Charterer and the Owner do mutually agree to amend the Charter effective upon the date hereinafter set forth so that such Charter will be as follows:

AMENDED TIME CHARTER (hereinafter sometimes referred to as the Charter), dated as of _____, 19____, between _____

Address _____
OWNER of the SS/MS _____ (herein called the "Vessel"), and UNITED STATES OF AMERICA, acting by and through the Administrator, War Shipping Administration, CHARTERER, the terms of the Charter being as follows:

PART I (REVISED)

The Vessel's particulars on which the rate of hire and valuation have been based in part by the Administrator are as follows:

Deadweight capacity, as defined in Clause 5, Part II.

CLAUSE 5

BALE CAPACITY of refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer _____ cubic feet

YEAR BUILT

CLAUSE A. PERIOD OF CHARTER: From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941; *Provided, however,* That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case, the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. TRADING LIMITS: As and where the Charterer may from time to time determine, subject to normal trading limits for a Vessel of her size, type and description.

CLAUSE C. The hire shall be \$_____ per calendar month or pro rata for any portion thereof, of which the sum of \$_____ per calendar month shall be compensation to the Owner for the use of the Vessel (herein sometimes referred to as the use rate) and the balance shall be compensation to the Owner for services required under the terms of this Charter (herein sometimes referred to as the service rate).

RATE REVISION: At any time, either party may request a redetermination of the rate of charter hire upon thirty (30) days' written or telegraphic notice to the other, but no rate redetermination prior to July 1, 1945 shall involve a change in the use rate factor of the charter hire. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within any such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and the Charterer shall make a redetermination of the rate of hire which shall apply for the balance of the period of this Charter. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, Part I.

In the event of such termination by either party, the Charterer may, at its option, defer compliance with any or all of its redelivery obligations hereunder; *Provided, however,* That compliance with such obligations shall not be extended beyond the expiration of

the emergency proclaimed by the President of the United States on May 27, 1941.

CLAUSE D. For the period ending noon, E. W. T., April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and the insurance provided by the Charterer, is the sum of \$_____. For each subsequent twelve (12) month period the valuation, unless otherwise agreed, shall be reduced by_____.

By mutual agreement the valuation provisions of this Clause may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to replacement of vessels which is applicable to this Vessel.

CLAUSE E. PORT OF DELIVERY:

CLAUSE F. TIME AND DATE OF DELIVERY:

CLAUSE G. PORT OF REDELIVERY: Port of delivery, unless otherwise agreed; *Provided, however,* That at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

CLAUSE H. NOTICE OF REDELIVERY: The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

CLAUSE I. UNIFORM TERMS: This Charter consists of this Part I and Part II, conforming to the Amended Time Charter for Tank Vessels, published in the FEDERAL REGISTER of April __, 1944.

The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions, of Part II shall be part of this Charter as though fully set forth in this Part I.

CLAUSE J. EFFECTIVE DATE OF THIS AMENDED CHARTER: Unless otherwise agreed this Amended Charter (Addendum) shall, conditioned upon the Vessel being in every way fitted for service as required by Clause 1 of Part II, be effective upon completion of discharge of the Vessel in a port in the Continental United States, excluding Alaska, on the voyage current on _____, 1944, or if the Vessel be in port in the Continental United States, excluding Alaska, on _____, 1944, then effective _____, 1944, or if the Vessel has not returned to a port in the Continental United States, excluding Alaska, prior to _____, 1944, then effective _____, 1944 if the Vessel be in any port at that date, otherwise effective upon the Vessel's safe arrival at the Vessel's next port of call.

CLAUSE K. SPECIAL PROVISIONS: (1) With respect to reimbursement of war bonuses by the Charterer under any provisions of this Charter the individual war bonuses paid to the crew, (including the Master and officers), shall not be in excess of the same percentage relation to the individual basic wages paid as exist between the individual basic wages and war bonuses paid on an American flag ship with a like complement in the same service: *Provided,* That in no event shall the war bonuses for each member of the crew exceed those payable to the corresponding individual crew members of an American flag vessel (including the Master and officers) with a like complement in the same service. If the Owner's arrangement is for the payment of a flat rate of wage per man (including the war bonuses), the Charterer agrees to reimburse the Owner the aggregate amount by which the aggregate flat wages paid by the Owner to the Master, officers or crew of the Vessel during the period of this Charter, exceed the aggregate wages (excluding the war bonuses) which would have been payable to the Master, officers and crew of an American-flag ship with a like complement in the same service: *Provided,* That in no event shall any aggregate amount so to be reimbursed be in excess of the aggregate of the war bonuses which would have been

payable to the Master, officers and crew of an American-flag ship in the same service.

IN WITNESS WHEREOF, the Owner has executed this Charter in quadruplicate the _____ day of _____, 19____, and the Charterer has executed this Charter in quadruplicate the _____ day of _____, 19____.

As to execution for OWNER

By _____
UNITED STATES OF AMERICA
By E. S. LAND, ADMINISTRATOR
WAR SHIPPING ADMINISTRATION
By _____
For the Administrator

ATTEST:

_____ or if not incorporated
In the presence of:

_____ Witness
and _____

_____ Witness
Approved as to form:

_____ Assistant General Counsel

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Charter on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

Secretary

[CORPORATE SEAL]

Form No. 102 (Rev.) FORFLAG

8/5/44

WARSHIPOLTIME (Rev.) FORFLAG

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS
FOR TANK VESSELS

(PART II) (REVISED)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery, as far as due diligence can make her so, shall be ready to receive cargo with pipe lines and pumps in good working condition, and tight, staunch, strong, and in every way fitted for normal service for a Vessel of her size, type and description with a Master, and a sufficient complement of officers and crew (hereinafter referred to collectively as the crew) for a Vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter.

The Vessel shall be employed in carrying petroleum or its products in bulk, in lawful trades between safe ports or places, as the Charterer or its agents may direct.

The Vessel may be employed to tow or may be towed, but the Charterer shall indemnify the Owner for any loss, damage, claims or expenses, resulting from any such use of the Vessel.

For the purpose of this Charter the Owner shall be entitled to the benefits of all waivers in the navigation and inspection laws granted by an authorized officer or by law or regulation.

If radio or other equipment is required to enable the Vessel to comply with this Clause and such equipment is leased by the Owner, it shall pay the rental and maintenance charges therefor or, if such charges are paid by the Charterer, such charges may be deducted from the hire.

CLAUSE 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of carriage (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal reserving only space proper and sufficient in the opinion of the Master for Vessel's crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores, and fuel. The Charterer shall have the option of shipping lawful merchandise in cases, can or other packages in the Vessel's forehold, 'tween decks or other suitable space available, subject, however, to the Master's approval as to kind, character, amount and stowage, and to the extent that the Owner is not required thereby to obtain a certificate of convenience and necessity therefor under the Transportation Act of 1940. All expenses for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer, but the Owner is not to provide any equipment not already on board for handling such cargo, and such merchandise shall be shipped at the Charterer's risk and peril.

CLAUSE 3.A. Commencing with the time this Amended Charter becomes effective, the Charterer shall (except as otherwise expressly provided in this Charter) pay hire for the use of the Vessel and for the services required under the terms of this Charter at the rate provided in Clause C, of Part I of this Amended Charter, and subject to the provisions of said Clause C, such hire shall continue until the time of the redelivery of the Vessel to the Owner as in this Charter provided, unless the parties hereto otherwise agree: *Provided, however,* That if the Vessel shall be an actual total loss, such hire or payments on account shall continue until the time of her loss, if known, or if the date of loss cannot be ascertained, or if the Vessel is unreported, such hire or payments shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days. If the Vessel is a constructive total loss under the terms of any insurance thereon or is declared a constructive total loss by the Charterer under the provisions of Schedule A, such hire or payments shall continue until Noon (EWT) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in Clause 30 of this Charter.

CLAUSE 3.B. If at the time of redelivery under this Charter, the Vessel shall require repairs of any damage arising from risks insured against or assumed by the Charterer or for which the Charterer is otherwise liable, hire as herein provided shall continue until completion by the Charterer of such repairs and of any work required of the Charterer by Clause 11, Part II; subject to the provisions of Clause C, Part I and Clause 11 D, Part II hereof.

CLAUSE 3. C. On the first day of each calendar month, the hire provided for in this Amended Charter, and all other monies accruing during the preceding month in favor of the Owner, shall be due and payable.

CLAUSE 3. D. The Charterer or its agents may advance currency or perform any services, or furnish any supplies or equipment, which are required by the Owner and are for the Owner's account under this Charter, and

the Owner, upon being furnished evidence thereof, shall reimburse or secure the Charterer for the fair and reasonable dollar value of any currency so advanced, services so performed, or supplies and equipment so furnished, or at the Charterer's election the equivalent thereof may be deducted from the hire. It is understood that any such advances made or services performed or supplies and equipment furnished by the government of any country as aid to or for the account of the United States shall be deemed currency advanced, services performed, or supplies and equipment furnished by the Charterer.

CLAUSE 4. In the event that the Vessel is detained because of the happening of any event caused or contributed to by another vessel, person, corporation, or others, for which detention such third parties are or may be liable (the period of such detention to include the time necessary to proceed to, survey, and effect repairs unaccomplished upon the date of redelivery of the Vessel under this Charter), then for such period of detention the Charterer's obligation to the Owner for hire and for other sums otherwise accruing hereunder shall cease: *Provided, however*, That the Charterer shall indemnify and save the Owner harmless from any loss whatsoever by reason of the cessation of such obligations, and notwithstanding said cessation shall pay to the Owner a sum not less than the amount which would otherwise be payable to the Owner for such obligations in the same manner and to the same extent as if such cessation had not occurred, but on performance of this indemnity the Charterer shall immediately become subrogated, to the extent of such indemnity, to all rights whatsoever of the Owner to recover for such detention from or against such vessel, person, corporation, or others, and the Charterer shall be entitled to bring and maintain suit or suits thereon in its own name or in the name of the Owner as the Charterer may see fit: *Provided, however*, That on the written request of the Charterer, the Owner shall in each instance, assert and prosecute such claims in the name of the Owner, but for and on behalf of the Charterer and at the Charterer's expense, such claims to be in a sum not less than the amount of the indemnity paid by the Charterer.

CLAUSE 5. A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation or equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer, or any other agency of the United States.

CLAUSE 5. B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweight or bale cubic refrigerated capacity, in satisfactory form, heretofore or hereafter furnished by the American Bureau of Shipping shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 6. Except as otherwise provided in this Charter:

- (a) The Owner shall provide and pay for
 - (1) Wages of Master and crew;
 - (2) Subsistence;
 - (3) Galley, cabin, deck and engine room stores, supplies and equipment (except all water and fuel for any purpose);
 - (4) Maintenance and repair of Vessel and equipment to the extent required of the Owner under this Charter;
 - (5) Sales or other taxes based on the foregoing items; and
 - (6) Owner's overhead expenses.
- (b) The Charterer shall provide and pay for all other charges and expenses whatsoever reasonably and properly incurred in the use, operation or employment of the Vessel hereunder.

For the purposes of this Charter:

- (1) The term "wages" as used herein shall include all basic and emergency wages, bonuses for seniority or length of service, overtime and vacation allowances, life, health, retirement or other insurance benefits which are not required to be provided or paid for by the Charterer hereunder.
- (2) The term "subsistence" shall include the cost, including delivery, loading and inspection charges thereon, of all edibles for consumption by Master and crew, and other persons covered by clause 7 C hereof, and shall also include board and room allowances to Master and crew in lieu of subsistence and lodging aboard the Vessel.
- (3) The term "galley, cabin, deck and engine room stores, supplies and equipment" shall mean those items referred to under the heading of "(15)" and "(24) Stores, Supplies and Equipment", page 8, of the General Financial Statement of the U. S. Maritime Commission, approved by the Budget Bureau No. 62-RO, 10-42.
- (4) The term "maintenance and repair of Vessel and equipment" shall mean the items referred to under the headings "(25) Other Maintenance Expense" and "(40)" and "(49) Repairs", page 8 of said General Financial Statement.
- (5) The term "overhead expense" shall include administrative and general expenses as presently itemized in General Order No. 22 of the U. S. Maritime Commission, Owner's advertising expenses, Owner's taxes (except sales and similar taxes, taxes assessed or based upon freights earned, and other taxes of any kind determined by the Charterer to be properly classifiable as voyage expenses), and the cost of employing agents or branch houses to perform any of the services required of the Owner under this Charter.

CLAUSE 7. A. The Charterer shall reimburse the Owner for actual out-of-pocket expenses, including all taxes paid by the Owner with respect to such expenses, for:

- (1) All war bonuses (war risk compensation) paid to the master and crew (which term as used in this Clause 7 shall refer to the actual crew on board even though in excess of normal complement), in the manner and to the extent provided for in applicable decisions or advices of the Maritime War Emergency Board, as amended or modified from time to time, or in judicial decisions relating thereto.
- (2) All extra compensation, including overtime, paid to the crew for services performed by the crew (a) in connection with cargo, at sea or in port, (b) in connection with shifting of Vessel in port for Charterer's purposes, or (c) preparatory to loading or discharging or sailing in convoy. If the Vessel operates in the Alaska trade, the Charterer shall also pay the extra crew costs exceeding costs that would have been incurred in similar operations in other ocean-going trades.

(3) All wages and overtime paid to any extra crew members beyond the normal complement of the Vessel, or to other persons carried, who are required to be employed by the Owner because of (a) the Vessel's service under this Charter, (b) the loading or discharging of cargo, or (c) to care for any persons covered by Clause 7 C hereof. Extra wages or overtime paid to the normal complement of the Vessel in lieu of employing extra crew members or other persons for the purposes above set forth shall also be reimbursed to the Owner. The term "normal complement" as used in this Charter shall refer to the normal peacetime complement for off shore foreign trading for the average vessel of the same size, type and description as the Vessel chartered hereunder, as determined by the Administrator.

(4) All wages and overtime paid to security watchmen, provided in compliance with any security requirements of any United States or other Government agency, and all overtime or additional wages paid to the crew by reason of compliance with such requirements.

(5) All extra clothing or effects for the Master and crew necessitated by the Vessel's service under this Charter (Charterer to have title to such extra clothing and effects).

CLAUSE 7. B. The Charterer shall, to the extent the Owner is not reimbursed under the provisions of Schedule A attached hereto, reimburse the Owner for out-of-pocket expenses or disbursements made on behalf of the Master or crew, or payments made to the Master or crew, for repatriation transportation (including return to port of shipment), and for wages and subsistence while awaiting and during such transportation, where such expenses, disbursements, or payments are assumed by the terms of the Ship's Articles, the Owner's collective bargaining agreements or found by the Owner to be reasonably necessary or desirable. The Owner shall also be reimbursed for the cost reasonably incurred in furnishing men to replace members of the crew whose employment has terminated at ports in Alaska or outside the Continental United States, except the country of the Vessel's registry, where suitable replacements are not readily available.

CLAUSE 7. C. The Charterer shall pay the Owner at the rate of \$1.50 per day per person (not in excess of fifty (50) persons) for providing subsistence aboard the Vessel for any person carried at the request of the Charterer or any agency of the United States or the military authorities of any Allied Government, or any extra crew members beyond the Vessel's normal complement required because of the Vessel's service under this Charter and \$1.50 per day per person for providing subsistence aboard the Vessel for any extra complement thereby required. If a total of more than 50 extra persons referred to in this Clause 7 C are carried on the Vessel at any one time, the Owner shall be reimbursed for his actual costs for subsistence of the number in excess of 50, unless subsistence rates or schedules applicable to such excess number have been agreed upon between the Owner and the Charterer, in which event such rates or schedules shall govern. The term "subsistence" as used in this subsection shall include victualling, supplying with linens, bedding, laundry, and similar services, but the Owner shall not be obliged to furnish linens and bedding for such extra persons in excess of 50, unless otherwise agreed.

CLAUSE 8. A. The Charterer may disallow in whole or in part, as may be appropriate, and deny reimbursement for any expenses for which it is required to reimburse the Owner which are in contravention of the terms of this Charter, or are otherwise imprudent or excessive.

CLAUSE 8. B. The Charterer shall reimburse the Owner for any additional extraordinary costs incurred which the Charterer, in its discretion, may allow upon finding that

such costs are not intended to be covered in the allowance for services hereunder. In the event the Vessel is assigned by the Charterer for service between foreign ports, the Charterer shall make such adjustment, if any, as it deems appropriate to allow for increased cost of operation.

CLAUSE 8. C. In the event the Vessel is physically incapable of working for a period in excess of twenty (20) days while in a Continental United States port (excluding Alaska) or for a period of thirty (30) days while in Alaska or outside the Continental United States, the charter hire otherwise payable hereunder shall be reduced for the excess period by an amount equal to twenty (20) percent of the service rate, plus eighty (80) percent of the actual savings in wages for Master and crew during the entire period of lay-up. The Owner shall furnish reports of wage savings as soon as practicable after the termination of each month of such lay-up.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings and materials requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards and fittings and materials already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. Upon redelivery of the Vessel, the Charterer shall make good any damage to or shortage of shifting boards, fittings or materials which are on board at delivery.

CLAUSE 10. The Charterer shall pay for all fuel on board upon delivery, and the Owner shall pay for all fuel on board on redelivery not in excess of Owner's normal requirements, at market prices current at the ports and times of delivery and redelivery, respectively.

CLAUSE 11. A. The Charterer or any agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament, and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property and are to be maintained at Charterer's expense. Such work shall be done so as not to affect the seaworthiness of the Vessel or the safety of the crew, and as not to be in controvention of any applicable law of the United States or regulation made pursuant thereto. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or at the request of the Charterer or any agency of the United States and restore the Vessel to her condition prior to any such installations, alterations, additions or changes, whether such installations, alterations, additions or changes were made under this Charter or prior to delivery under this Charter, except as may be otherwise provided herein.

CLAUSE 11.B. Commencing with the time this Amended Charter becomes effective, the Charterer shall pay the full actual cost of providing and maintaining all equipment and installations on the Vessel, beyond normal peace-time standards, then or thereafter set forth in sub-chapter O of Chapter I of the Regulations of the United States Coast Guard (Title 46, U. S. C. R.) or in other wartime regulations of any agency of the United States, except that if and so long as the Vessel remains under time charter, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment; and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements: *Provided, however, That if the Owner has not entered into a form of addendum to the original time*

charter covering this Vessel designated as "Uniform Addendum To Time Charter Covering Adjustments of Certain Disputed Questions" and has not entered into a special agreement as and if contemplated in Paragraph Fourth of said addendum, then the obligations of the Charterer under this Clause 11-B shall be limited to items hereafter required and shall not cover items heretofore required as aforesaid. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11A of the Charter.

The payments provided for in this paragraph shall be made in the same manner and shall not exceed in amount those payable to like American-flag vessels operating under similar Warship-time (Rev.) or Warshipoll-time (Rev.) charters containing a clause substantially the same as the foregoing provisions of this paragraph.

CLAUSE 11. C. Any equipment, furniture, furnishings or appliances belonging to the Vessel and not required by the Charterer may be removed by the Charterer, at the Charterer's expense, and, upon termination of the Charter, unless the Vessel has been lost or requisitioned for title, any such removals are to be replaced on board the Vessel or made good by the Charterer at its expense. Storage charges arising from such removal shall be paid for by the Charterer.

CLAUSE 11. D. If, at the time of redelivery under this Charter, the Vessel shall require any work or repairs of any damage arising from risks insured against or assumed by the Charterer, or for which the Charterer is otherwise liable under this Clause, Clause 11A or any other Clause hereunder, the Charterer may, at its option, discharge such obligations by payment to the Owner in advance, of an amount for reconditioning sufficient to provide for such work or repairs, which amount shall also include compensation at the rate of hire that would otherwise have been payable under this Charter, for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. If the Owner and Charterer agree such obligations may be discharged by a mutually satisfactory agreement.

CLAUSE 12. The Owner agrees at its expense to drydock the Vessel for the purpose of cleaning and painting her bottom, when necessary, but not less than once in every nine (9) months unless the Charterer otherwise agrees, and, when drydocking is due, the Charterer agrees to send the Vessel to a port where she can so drydock, clean and paint. The Owner undertakes to put the Vessel in drydock for cleaning and painting the bottom as soon thereafter as the Vessel is at the Owner's disposal, clear of oil and gas, at the port having suitable accommodations for the purpose. The Owner is always and solely responsible for clearing the Vessel of oil and gas but the expense and time thereof shall be for the Charterer's account. The expenses incidental to sending the Vessel to drydock for painting her bottom and all port charges incurred therein shall be for the Owner's account.

Except as otherwise provided herein the expense of clearing the Vessel of oil and gas as well as all other expenses incidental to sending the Vessel to drydock or repair yard and all port charges incurred therein shall be:

- (1) For Owner's account when required primarily for Owner's repairs, or
- (2) For Charterer's account when required primarily for Charterer's repairs, or

(3) For account of both Owner and Charterer when repairs under (1) and (2) above are carried out concurrently and such expense shall be apportioned in accordance with normal commercial practice.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master, to the extent permitted by governmental orders or directions, shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its agents, and furnish the Charterer or its agents, when required and to the extent permitted by governmental orders or directions, with a true copy of port and daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer the Master shall prosecute his voyages with the utmost dispatch and shall render all customary assistance with ship's crew and boats; and shall use due diligence in caring for the cargo. The Master (although employed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency and prosecution of the voyages. Bills of lading are, if requested by the Charterer, to be signed by the Master in the form and at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its Agents may direct, *Provided, That the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat.*

CLAUSE 16. Neither the Owner nor the Vessel shall be responsible for any admixture, if more than one quality of oil is shipped nor for leakage, contamination or deterioration in quality of the cargo. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, it being understood that gasoline, Ethyl gasoline, benzol, cresosote, molasses, and the various vegetable oils, customarily carried in tank vessels, are not to be considered as injurious. Charterer undertakes in case it employs the Vessel to carry any other cargo than petroleum and its products in bulk to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo. If the Vessel's tanks at the time of delivery are gas free and clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered in the same condition as on delivery. Similarly, if her tanks are soiled at the time of delivery, the Vessel may be redelivered with tanks in like condition.

CLAUSE 17. No petroleum product shall be shipped which fails to meet one or the other of the two following requirements: (1) The vapor pressure at one-hundred degrees Fahrenheit (100° F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A. S. T. M. Method (Reid Method) identified as D-323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one-hundred twenty-two degrees Fahrenheit (122° F.). Note—The distillation test shall be made by A. S. T. M. Method identified as D-88 current at the time shipment is made. When products other than

naphtha or gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one-hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60° F.)).

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Clause Paramount.* "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-To-Blame Collision Clause.* "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General Average Clause.* "General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money."

(iv) *Amended "Jason" Clause.* "In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or

otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers."

(v) *Liberties Clause:* "In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation."

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routing, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy."

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement im-

posed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner, in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer; the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter arising or resulting from: Act of God; act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers of people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this Clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. The Insurance, Indemnity and Waiver program set forth in Schedule A annexed is hereby incorporated by reference in and made a part of this Charter as though fully set forth in this Clause.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer, after deducting the Master and crew's shares, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such money: *Provided, however,* That to the extent necessary to effectuate the purposes of the Insurance, Indemnity and Waiver program (Schedule A), claims for salvage on behalf of the Owner shall be made solely at the discretion of the Charterer.

CLAUSE 22. If the Charterer shall notify the Owner that the employment or the continued employment of the Master or any member of the crew or any agent of the Owner is prejudicial to the interests of the United States in the prosecuting of the war, the Owner shall make any changes necessary in the appointment.

If the Charterer shall have reason to be dissatisfied with the conduct of any member of the crew, the Owner shall, on receiving particulars of the complaint, investigate and make any changes practicable in the appointments or practices aboard the Vessel with respect to the maintenance of proper discipline, necessary to eliminate the reasons for such dissatisfaction by the Charterer.

CLAUSE 23. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force. Nothing herein shall be deemed to affect the Charterer's right of limitation or exemption from liability accorded under the provisions of Section 4 of Public Law 17, 78th Congress.

CLAUSE 24. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 25. Liability for nonperformance of this Charter shall be proved damages.

CLAUSE 26. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 27. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 28. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destinations, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, and if by reason of or in compliance with any such orders or directions anything is done or in not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however,* That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however,* That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, and the Vessel, her crew and cargo.

CLAUSE 29. If after redelivery the Vessel is arrested or attached upon any clause of action arising or alleged to have arisen from previous possessions or operation of the Vessel by the Charterer, or any subcharterer, or for which the Charterer is liable, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the approval of the Attorney General of the United States.

CLAUSE 30. The Charterer shall reimburse the Owner for all expenses for wages, for bonuses and subsistence of the Master and crew and other out-of-pocket costs incurred by the Owner subsequent to the date of and arising from an actual or constructive total loss of the Vessel to the extent not recovered or reimbursed under any insurance on the Vessel, or under this Charter or otherwise. If the extent of the damage or injury is not sufficient to entitle the Owner to collect

for an actual or constructive total loss under the provisions of any insurance on the Vessel in the absence of a declaration by the Charter, then in addition to reimbursement of expenses as aforesaid, the Owner shall be entitled: (a) to charter hire at the rate of 3½ percent per annum on the then current valuation of the Vessel commencing with the date when charter hire would otherwise terminate and ending four months thereafter or on the date of such declaration, whichever date is earlier; and (b) if the Vessel is declared a constructive total loss more than four months after the date charter hire would otherwise terminate, then to charter hire in an amount equal to the use rate payable under Part I from the end of such four months until the date of such declaration.

CLAUSE 31. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 26, 1944, having found that this Agreement is in the nature of a lease contract and that the profits of the use rate and agreed valuation (if any) hereunder can now be determined with reasonable certainty, that such use rate and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter with respect thereto adequately prevent excessive profits, the said use rate and agreed valuation (if any) are hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (1) (4) of the said Act. Nothing in this Clause 31 shall be construed as an admission by the Owners that the items exempted from renegotiation as aforesaid would be subject to the Renegotiation Act in the absence of the foregoing provisions. The service rate under this Charter shall be subject to renegotiation in accordance with the provisions of said Act, and with respect thereto this Charter shall be deemed to contain all the provisions required by subsection (b) of said Act, with the expressed understanding and agreement that the aggregate of the amount received or accrued to the Owner on account of the service rate under this and all other WARSHIPTIME or WARSHIPOLTIME Charters containing similar renegotiation provisions shall be treated as a unit for the purpose of such renegotiation. There shall be inserted in each subcontract, subject to the Renegotiation Act and involving an estimated amount of more than \$100,000, a clause reciting in substance that such subcontract shall be deemed to contain all the provisions required by the Renegotiation Act. This Clause 31 shall be applicable only from the effective date of this Amended Charter. Nothing in this Clause 31 shall be construed as an admission or agreement by the Owner as to the applicability of the Renegotiation Act to this Charter for the period prior to the effective date of this Amended Charter or to any charter hire or other sums accruing prior to the effective date of this Amended Charter: *Provided, however,* That all rights, if any, which the Administrator may have to renegotiate any charter hire or other sums accruing prior to the effective date of this Amended Charter are hereby reserved by the Administrator.

CLAUSE 32. A. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except to the extent allowed by Title 18 U. S. Code, Section 206. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 32. B. The Owner shall not employ any person who advocates or who is a mem-

ber of an organization that advocates the overthrow of the government of the United States by force or violence to perform any work under this Charter. As a condition to the employment of any person for the performance of such work the Owner shall if the Charterer so directs require each person to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 678 77th Congress or Public Law No. 23, 77th Congress, but the execution and filing of such affidavit shall be without prejudice to the right of the Charterer to require such further evidence in the premises as may be in the possession of the Owner as the Charterer may deem desirable.

CLAUSE 32. C. The Owner agrees that in performing the work required of it by this Charter, it will not discriminate against any worker because of race, creed, color, or national origin.

CLAUSE 32. D. The Owner shall not employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 32. E. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or, in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 33. Failure of the Master or Owner to protest against any act or omission of the Charterer, or any other agency of the United States, including any act, omission or order which in the opinion of the Master may affect the Vessel's seaworthiness or may be in contravention of the laws or regulations of the United States shall not prejudice the rights of the Owner under this Charter.

CLAUSE 34. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 35. A. In the event that this form of time charter is modified by the Charterer at any time prior to October 1, 1944 the Owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

CLAUSE 35. B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 36. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

SCHEDULE A (FORLAG)—INSURANCE INDEMNITY AND WAIVER PROGRAM

I. INSURANCE

(A) Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume as insurer:

(1) Insurance on the Vessel under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, (designated as Warshipreq (FOR.), a copy of which is attached hereto) in the amount of the agreed value under this Charter, and covering only war risks (including malicious damage, sabotage, strikes, riots, and civil commotion).

It is specially agreed, however:

(a) That the Owner, at its own expense except as provided in subparagraph (b) below will insure the Vessel with the American Marine Hull Insurance Syndicate in an amount to be determined by the Owner, and under the conditions of AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) which insurance shall include the interest of War Shipping Administration as Charterer.

(b) That the Charterer will reimburse the Owner for premiums paid on insurance taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above, *Provided, however*, Such reimbursement shall not exceed the amount of premiums payable on the value set forth in the Charter on the attachment of said insurance and at the time any further annual premium is due and payable. In consideration of such reimbursement, any recapture of profits from said Syndicate shall accrue to the sole benefit of the Charterer, and any return of premiums under the insurance procured by the Owner shall, to the extent that they represent premiums originally reimbursed by the Charterer, be repayable to the Charterer.

(c) That the Owner, (at its option and expense) may procure excess insurance, including liability insurance (without benefit of salvage, subrogation or right of contribution), above the limits of the insurance so procured, but such insurance shall not be on terms inconsistent with the provisions of this Charter or with the provisions of the insurance provided for above.

(d) That the insurance procured by the Owner pursuant to subparagraph (a) hereof as well as any additional insurance procured by the Owner pursuant to subparagraph (c) hereof, and any amount of self-insurance carried by the Owner in excess of the limits of the insurance procured pursuant to subparagraph (a) hereof, shall be subject to the provisions of Clause II of this Schedule A. In consideration of the foregoing, the Charterer hereby insures the Owner against any claim by the United States for damage to property or vessels of the United States or for loss of freight, demurrage or other claims covered by the collision clause in the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) policy, arising out of collision with the Vessel.

(e) That in the event of cancellation or termination of the insurance referred to in subparagraph (a) above (except for nonpayment of premium), or upon thirty (30) days written notice from Charterer to the Owner, the Vessel shall thereafter be insured for marine risks by the Charterer under the terms and conditions of the full form of standard hull policy of the War Shipping Administration (designated as Warshipreq (FOR.)) for the amount of the agreed value under this Charter.

(f) The Charterer hereby insures the Owner for payments of (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, not recoverable under the insurance on the Vessel taken out by the Owner with the American Marine Hull

Insurance Syndicate pursuant to subparagraph (a) above solely by reason of the insured valuation of said policies being insufficient to provide complete indemnity to the vessel Owner in respect of the liabilities specifically referred to in this subparagraph (f), and not recoverable under insurance arranged pursuant to subparagraph (c) above. *Provided, however*, That the liability of the Charterer under this subparagraph (f), in respect of any one such class of liabilities, shall be limited for any one collision, casualty or occurrence to the amount, if any, by which the market value of the Vessel in sound condition at the date of such collision, casualty or occurrence, plus the Vessel's then pending freight, exceeds the insured value of the Vessel for total loss purposes under the insurance taken out by the Owner pursuant to subparagraph (a) above; It being understood that the amount of the Charterer's liability hereunder, if any, shall be applicable separately to each of the foregoing three classes of liabilities, with the full amount open for each.

(g) Without limiting the liability of the Charterer as insurer under this Charter, all repairs to the Vessel coming within the terms of the insurance assumed by the Charterer or procured by the Owner pursuant to this Schedule A shall be subject to the approval of the Charterer as to the extent, time and place of repairs. All repairs shall be carried out under the supervision of the Owner.

(h) In the event the Vessel is covered by a mortgage or lien held by any department or instrumentality of the United States, then any sum or sums payable by virtue of the provisions of this Clause I of Schedule A shall be payable for distribution to such department or instrumentality and/or the persons entitled thereto as their interests may appear.

(2) All insurance which the Owner may be obligated to provide, covering the crew with respect to loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations, and loss of or damage to personal effects. Unless otherwise directed by the Charterer, the Owner shall agree with the crew to provide the war risk insurance covering such items afforded by the Decisions of the Maritime War Emergency Board (as amended or modified from time to time) and the marine risk insurance covering such items afforded by the Second Seamen's War Risk Policy (published in the FEDERAL REGISTER of March 20, 1943, as Decision 1A of the Maritime War Emergency Board), as amended from time to time, and such Decisions and Policy shall be the measure and limit of the Charterer's liability under this Clause. The Owner shall give effect to the foregoing by inserting the following language or such other language as the Charterer may from time to time direct, in the form of a rider or otherwise, in the Ship's Articles or other contract of employment on all voyages of the Vessel under this Charter:

"It is agreed that the Master, Officers, and members of the Crew shall be furnished the war risk insurance protection covering loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations and loss of or damage to personal effects, required by the Decisions of the Maritime War Emergency Board, as amended or modified from time to time, and the marine risk insurance afforded by the Second Seamen's War Risk Policy, as amended from time to time."

(3) War risk protection and indemnity insurance under the terms and conditions of the standard war risk protection and indemnity policy prescribed by the War Shipping Administration, a copy of which is attached hereto, for the benefit of the Owner and the Charterer, as their interests may appear.

It is specially agreed, however,

(a) That the Owner, unless otherwise agreed, shall procure marine protection and indemnity insurance under the terms and conditions of the WARTIMEPAIDM Policy (Requisitioned Vessels 1943) from an American Protection and Indemnity Underwriter approved by the Charterer which issues said form of policy, which insurance shall include the interests of the Charterer and its Time Charter Agents under Service Agreements, Berth Agents and Sub-Agents acting on their behalf. The Charterer shall reimburse the Owner for all premiums paid on such insurance in consideration of which any readjustment of premiums and any return premium shall be for account of the Charterer.

(b) That to the extent that cargo claims are recoverable under said insurance or are reimbursable to the Owner under the terms of this Charter, the Charterer, and its duly authorized Agents are authorized by the Owner to attend to the adjustment and settlement of or otherwise dispose of cargo claims in such manner (not inconsistent with the terms of said Protection and Indemnity Insurance) as may be determined by the Charterer.

(c) That in the event of cancellation (except for nonpayment of premium) of the insurance referred to in subparagraph (a) above by the Protection and Indemnity Underwriters, or upon thirty days' written notice from the Charterer to the Owner of its intention to terminate such insurance, the Charterer will then provide and pay for or assume as insurer, identical marine protection and indemnity insurance for the benefit of the Owner and the Charterer and the Charterer's Agents as their interests may appear.

(d) That the Charterer assumes as insurer any liability of the Owner or the Charterer on account of loss, damage or expense in respect of lend lease cargo or cargo owned by the United States or any agency or department thereof, including but not limited to the War Department, Navy Department, Metal Reserves Company, Rubber Reserves Company, Defence Supplies Corporation, Reconstruction Finance Corporation or Foreign Economic Administration, which would be recoverable under the WARTIMEPAIDM Policy (Requisitioned Vessels 1943) in the absence of the specific exclusion relating thereto, therein.

(e) That the Charterer hereby insures the Owner for excess protection and indemnity liabilities on said Vessel on terms and conditions identical to that provided by WARTIMEPAIDM Policy (Requisitioned Vessels 1943) to the extent that said WARTIMEPAIDM Policy (by reason of the insured amounts in said policy does not provide the Owner with complete protection and indemnity. *Provided, however*, That the liability of the Charterer under this subparagraph (e) in respect of any one accident or occurrence shall be limited to the amount, if any, by which the market value of the vessel in sound condition at the date of such accident or occurrence plus the vessel's then pending freight exceeds the insured amounts in said WARTIMEPAIDM Policy.

(f) That the Owner (at its option and expense) may procure additional insurance in excess of the limits of the insurance procured or provided pursuant to subparagraphs (a) and (c) hereof, but such insurance shall not be on terms inconsistent with the provisions of this Charter.

(g) That the Charterer shall reimburse the Owner for all claims paid by the Owner and not recoverable pursuant to the provisions of the standard WAR RISK PROTECTION AND INDEMNITY Policy, and WARTIMEPAIDM Policy (Requisitioned Vessels 1943) referred to above, solely by reason of deductible average, franchise or other similar deductions appearing in such policies.

(h) That the Charterer hereby insures the Owner for marine and war risk insurance against all carrier's liabilities with respect to cargo to be carried, or which has been carried on board the Vessel directly incurred in consequence of the operation of the Vessel and not covered by the standard protection and indemnity insurance provided or procured pursuant to this paragraph (3), including, but not limited to, liability for deviation or overcarriage, liability for dry-docking with cargo on board the Vessel, liability under ad valorem Bills of Lading, and liability for carrying on deck, cargo covered by under deck Bills of Lading.

(4) Marine and war risk insurance covering the Owner's actual loss (or in the case of slop chests, the actual loss of the owner thereof) as determined by the Charterer, for (i) slop chests, (ii) cash carried on board the Vessel but not in excess of \$5000 unless otherwise agreed, and (iii) consumable stores. "Consumable Stores" within the meaning of this paragraph (4) shall mean all consumable and subsistence stores (but not radio supplies, spares, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 1919A (Revised Forms 1939).

(B) (a) If the Charterer elects to insure with commercial underwriters any of the risks assumed or insured against by it pursuant to this Schedule A, the Owner agrees, if so instructed by the Charterer, to file with such underwriters, on behalf of the Charterer, reports, declarations, claims and the customary insurance documents, it being understood that except to the extent of any payment to the Owner by the underwriters such action on the part of the Owner shall in no way affect the Charterer's direct liability to the Owner with respect to risks assumed or insured against by the Charterer under this Charter.

(b) As soon as practicable after attachment of this insurance, the Owner shall furnish to the Charterer a statement of all unrepaid damage known to the Owner existing at the time of attachment of this insurance, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last drydocking in a U. S. Continental Port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or at Charterer's option permit it to inspect, all deck and engine room logs, if available, and all surveys made at or subsequent to the last drydocking of the Vessel in a U. S. Continental Port.

(c) In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

(d) Insurance heretofore provided by the Charterer under this Charter shall terminate upon the attachment of this insurance: *Provided, however*, That claims for unrepaid damage under said prior insurance shall not be due and payable until the repairs are effected or if not so effected, until the termination of this insurance, but in no case shall the Charterer, as Charterer or insurer, be liable for such unrepaid damage in addition to a subsequent total or constructive total loss under this insurance or Charter.

(e) General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Charterer's agents who shall be entitled to receive the usual charges and commissions.

II. WAIVERS

(a) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel (1) owned by the United States, or (2) under charter to the United States on terms which would make the United States liable as Charterer, insurer or otherwise for such claims or (3) under charter to the United States and insured under the terms of the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943).

(b) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (a) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(c) The waivers provided in this Clause II of Schedule A shall be effective only as to claims relating to the Vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

(d) The Owner shall and does hereby waive any claim against any ship, repairer, based on negligence or otherwise, arising out of repair or custody of the Vessel during the period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the repairer: *Provided, however*, That such waiver shall not preclude recovery by the Owner against the repairer for amounts less than the customary contractual limit of \$300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter.

(e) The Owner shall and does hereby waive any claim for loss of or damage to the vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the stevedore, except with respect to claims which the Owner cannot recover under the provisions of Clause I, (A), (1) (a) of this Schedule A, by reason of the franchise in the insurance provided pursuant to said Clause.

III. INDEMNITY AND INSURANCE

(a) The Charterer shall insure the Owner for and against any loss or damage suffered, or liabilities incurred, by the Owner for which claim is waived under the provisions of Clause II of this Schedule A (except claims for salvage in excess of actual cost in connection therewith), and which is not recovered by the Owner under any other provision of this Charter: *Provided, however*, That this indemnity shall not entitle the Owner to recover for loss or damage to the Vessel in an aggregate sum in excess of the agreed valuation: *And provided further*, That this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

(b) The Charterer shall reimburse, indemnify, and hold harmless the Owner, the Master and the Vessel for or from all consequences, losses and liabilities whatsoever directly resulting from compliance with or efforts to comply with any orders or directions

of the Charterer, its agents, representatives or employees, or any other agency of the United States or of any allied government, or orders or directions given as provided in Clause 28 of this Charter, unless properly chargeable to the Owners under this Charter or Schedule, or recoverable under (or within the franchise of) any of the insurance procured pursuant to the terms of this Schedule A. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

(c) The Charterer hereby assumes and indemnifies the Owner for any loss or liability, if not covered by the terms and conditions of any of the insurances provided for in this Schedule A, arising out of performance of services under any towage or pilotage contract customarily in use in the trades in which the Charterer uses the Vessel or which is especially agreed to by the Owner upon request or instructions of the Charterer.

IV. CONSTRUCTIVE TOTAL LOSS DECLARATION BY CHARTERER

If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, not constituting an actual or constructive total loss under the insurance provided in this Schedule A, that the continuation of the Charter is inadvisable because of the probable high cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the occurrence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the valuation provisions of this Charter as though the Vessel were an actual total loss: *Provided, however*, If the Vessel is in fact a constructive total loss within the terms of the insurance provided by the Owner pursuant to this Schedule A, no such payment shall be made by or on behalf of the Charterer, or if the Owner shall have elected to recover for the estimated cost of repairing the damage to the Vessel under the terms and conditions of American Hull Form Revised (Requisitioned Vessels 1943) the amount payable by the Charterer to the Owner shall be reduced by the amount payable under such insurance. If the Owner does not so elect or shall not have so elected within ninety (90) days of declaration of a constructive total loss by the Charterer then the Charterer shall be subrogated to all of the rights of the Owner under such insurance. Against any such payments received by the Owner from the Charterer or the Owner's assurer, as the case may be, the Owner will, if the Charterer elects to take title, give such releases and instruments granting the Vessel or the property of her remaining to the Charterer as the Charterer may require and that are not inconsistent with the terms and conditions of the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943).

V. ATTACHMENT OF INSURANCE

This Schedule shall be effective, and the insurance to be provided by the Charterer hereunder shall attach simultaneously with the effective date and time of this Amended Charter (Addendum) to which it is affixed: *Provided, however*, If the Vessel be then at sea the insurance provided by the Charterer shall not attach until Vessel's next arrival in safe port.

WARSHIPREQ (FOR) POLICY
UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

Charter Number -----

No. H. -----

Date -----

BY THIS POLICY OF INSURANCE DOES, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured, lost or not lost:

ON THE STEAMER (or Motor Vessel) called the -----

(or by whatsoever name or names the said Vessel is or shall be called), under charter to the War Shipping Administration pursuant to Charter Number -----

Loss, if any, payable to the person entitled thereto, or order.

IN A SUM as provided for in the Charter Party referred to above.

AT AND FROM -----

to the day and hour of redelivery of the Vessel under, or to the termination of, the Charter referred to above, whichever shall first occur.

SPECIAL CONDITIONS:

A. THE FOLLOWING CONDITIONS SHALL APPLY TO ALL VESSELS INSURED HEREUNDER: 1. (a) This policy shall respond for payments of general average, salvage, and collision liabilities incurred by the vessel, if covered hereby, even though the amount of such charges or liabilities may exceed the sum insured hereby or the contributory value or limitation of liability value may be greater than the value named herein: *Provided, however*, Except as provided in subparagraph (b) hereof, the total amount payable hereunder in respect of all claims arising out of any one occurrence or disaster, for liabilities under the Collision Clause and liabilities for salvage and general average shall not exceed, in the aggregate, double the amount insured on the vessel, plus any expenses of litigation incurred with the written consent of the War Shipping Administration; but (in addition to the foregoing limitation on the aggregate amount payable) in the case of vessels built in 1934 or thereafter neither (a) the amount recoverable in respect of liabilities under the Collision Clause nor (b) the aggregate amount recoverable in respect of salvage and general average shall (in respect of any one occurrence or disaster), exceed 110% of the amount insured, plus the amount of any such expenses of litigation.

(b) It is further agreed that the limits of liability as stated above and sue and labor charges recoverable under this policy shall be increased by the amount, if any, by which the market value of the vessel in sound condition at the time of such collision, casualty or occurrence, plus the vessel's then pending freight, exceeds the insured value hereunder for total loss purposes; it being understood that the amount of such additional coverage shall be applicable separately to (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, with the full amount open for each.

(c) Nothing contained in this Clause I shall be construed as increasing the amount recoverable in respect of claims for physical loss of or damage to the insured vessel.

2. This insurance shall not be prejudiced by the participation of the Assured in any agreement as to the Waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

3. With respect to the risks and perils insured against hereunder, it is warranted that no insurance in excess of the value hereinafter provided for, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance except as permission to place additional in-

surance is granted by the Administrator, and then only in accordance with the terms of such permission. *Provided always*, That a breach of this warranty shall not afford the assured any defence to a claim by mortgagees or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk, or general average, salvage or collision liabilities.

4. This insurance shall be subject to the following clauses:

(a) With leave to sail or navigate with or without pilots, to go on trial trips and to assist or tow vessels or craft whether customary or in distress or not, and whether under a pre-arranged contract or not, or be towed, all at no additional premium.

(b) This insurance shall not be subject to any Trading Warranties.

(c) Any notice required by the terms of this policy shall be transmitted by the Assured to the Director of Wartime Insurance as soon as may be reasonably practicable. In transmitting such notice the Assured shall comply with all relevant Security Orders of the War Shipping Administration.

(d) Radio apparatus and equipment and other apparatus or equipment used for the purposes of communication or as aids to navigation or safety devices shall be covered by this insurance and included within the amount insured on the vessel as hereinbefore set forth, even when not owned by the vessel owner: *Provided* The vessel owner has prior to date of loss assumed liability therefor; but the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the vessel owner's liability or the liability to which underwriters would be subject if the property were fully owned by the vessel owner, whichever shall be the lesser.

5. In the event of claims arising from collision between the insured vessel and a sister-ship, or in the event of claims for salvage services rendered to the insured vessel by a sister-ship the sister-ship salvage clause and the sister-ship collision clause contained in the attached form of policy shall be deemed deleted therefrom in any case where the assured by any charter, or other agreement entered into by the War Shipping Administration and binding upon the Assured, would be bound to waive such claims if the vessels were not sister-ships.

6. This policy is issued pursuant to the obligation assumed by the War Shipping Administration in Clause I of Schedule A of the Charter Party referred to herein, and shall not be deemed to govern the relationship between the War Shipping Administration and the owner except as to such obligation nor to override any other provisions of the Charter Party.

7. It is agreed that liability for damage to cargo arising under any agreement to which the War Shipping Administration is a party or is bound, for the waiver or adjustment of collision claims, shall be among the liabilities covered by the Collision Clause herein, subject, however, to the same limitations and conditions which apply to other liabilities covered by the same clause. It is further agreed that where, under any such agreement, cargo's liability for General Average is waived, the cargo's proportion of any General Average sacrifices and expenses incurred by the vessel shall be payable under this policy as part of the hull's proportion of General Average, to the extent provided in Special Condition No. 1 hereinafore.

8. As between this Policy and any other policy covering the same or similar risks on the insured Vessel, such other policy shall be deemed primary and this insurance secondary. It is agreed, nevertheless, that any losses which would be payable hereunder in the absence of such other insurance shall be advanced under this Policy if the Assured

is unable to collect them under such other policy within 60 days after filing the usual proofs of loss and interest. Thereafter the Assured shall, at the expense and under the direction of the Administrator, take whatever steps the Administrator may deem necessary or advisable for the collection of such loss under such other policy; and the net recovery under such other policy shall be applied, so far as necessary to the reimbursement of the amount advanced by the Administrator.

9. Where, under the terms of the Charter Party, the Administrator has a right to declare and does declare the vessel a constructive total loss as between himself and the Assured, the Assured shall not be liable for unrepaid damage.

B. This insurance covers only those risks which would be covered by this policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained herein but which are excluded by that warranty (such insurance being subject to the warranties and additional clauses contained in the War Risk Clauses).

C. Said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this policy, is and shall be valued at the amount in accordance with the provisions of the Charter Party, referred to above.

Unless deleted or superseded by the Underwriters the following warranty shall be paramount, and shall supersede and nullify any contrary provision of the policy:

F. C. & S. CLAUSE. (1) Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage, or expense caused by or resulting from capture, seizure, arrest, restraint, or detention, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom.

(2) For the purpose of this warranty the term "consequences of hostilities or warlike operations" shall be deemed to include the following:

(a) Collision caused by failure, in compliance with wartime regulations, of the insured vessel or any vessel with which she is in collision to show the usual full peacetime navigation or anchorage lights.

(b) Stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations.

(c) Stranding caused by the failure of the insured vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime but in which the employment of a pilot is dispensed with in compliance with military, naval or other Governmental orders, or with a view to avoiding imminent enemy attack. For the purposes of this Paragraph (2) any such failure to show lights, or absence of lights, buoys, or similar peacetime aids to navigation, or failure to employ a pilot, shall be presumed to be the cause of the collision or stranding unless the contrary be proved, and stranding shall include sinking consequent upon stranding or contact with any part of the land.

(d) Collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service.

(e) Stranding, collision or contact with any external substances other than water (ice included) as a result of deliberately placing the vessel in jeopardy in compliance with military, naval or other Governmental

orders in order to avoid imminent enemy attack, or as an act or measure of war taken in actual process of embarking or disembarking troops or material of war.

(3) The fact that the insured vessel or any vessel with which she is in collision is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to exclude from this policy any claim which is not excluded under the terms of Paragraph (2) above.

(4) Where by reason of any of the foregoing provisions damage sustained by the insured vessel in collision would not be payable under this policy, it is understood and agreed that liability of the assured for damage caused in such collision shall not be covered by the Collision Clause in the Policy.

(5) It is agreed for the purposes of subdivision (2) (d) above all vessels manned and operated by the Department of the Navy of the United States of America shall be treated as though designed to be employed primarily in armed combat service.

This Policy is made and accepted subject to the foregoing stipulations and conditions and to the printed conditions on the following pages which are specially referred to and made part of this policy, it being understood and agreed in the case of any conflict or inconsistency the foregoing shall prevail over those which follow.

In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

IN WITNESS WHEREOF, the War Shipping Administration has caused this Policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator.

Countersigned at Washington, D. C., this _____ day of _____, 19____

Beginning the Adventure. Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks, and on ways, griddons and pontoons, at all times, in all places, and on all occasions, services, and trades whatsoever and where-soever, under steam, motor power, or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Assurers the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a prearranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by the Assurers, but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise. Including all risks of docking, undocking, changing docks, or moving in harbor and going on or off griddon or graving dock as often as may be done during the currency of this Policy.

Notice of Accident and Survey. In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Assurers, where practicable, prior to survey so that they may appoint their own surveyor if they so desire. All repairs shall be subject to the approval of the Assurer as to the extent, time and place of repairs and without limiting the foregoing the Assurers shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage

arising from compliance with Assurers' requirements being refunded to the Assured) and Assurers shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Assurers may take or may require to be taken tenders for the repair of such damage.

Adventures and Perils—Sue and Labor. Touching the Adventures and Perils which the Assurers are content to bear and take upon themselves, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and Peoples, of what nation, condition, or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Ship, etc., or any part thereof; excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labor, and travel for, in, and about the Defense, safeguard, and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this insurance, to the Charges whereof the Assurers will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Assurers or Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

Latent Defect and Negligence. This insurance also specially to cover (subject to the Average Warranty) loss of or damage to hull or machinery directly caused by the following: Accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel; Explosions on Shipboard or elsewhere; Bursting of boilers; breakage of shafts or any latent defect in the machinery or hull (excluding, however, the cost and expense of repairing or renewing the defective part); Contact with Aircraft; Negligence of Master, Charterers, Mariners, Engineers, or Pilots: *Provided*, Such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Managers, Masters, Mates, Engineers, Pilots, or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.

Sister-Ship Salvage. And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel, belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

General Average. General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the law and Usages of the Port of New York; *Provided always*, That when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

G. A. and S. Liability. When the contributory value of the Vessel is greater than the valuation herein, the liability of the Assurers for General Average contribution (except in respect to amount made good to the vessel) or Salvage shall not exceed that proportion of the total contribution due from

the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and the Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

S., S. C., and S. and L. Liability. In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labor Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable, bears to the value of the salvaged property. *Provided*, That where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Average Warranty. Notwithstanding anything herein contained to the contrary, this Policy is warranted free from Particular Average under 3 percent, or less amounting to \$4,850; but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Assurers shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the Mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers, or on the Yenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

Voyage. The Warranty and conditions as to Average under 3 percent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz: at any time at which the Vessel (1) begins to load cargo or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port. When the Vessel sails in ballast to effect damage repair such sailing shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 percent above referred to, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding policy.

Constructive Total Loss. No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and

repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss, the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Assurers for freight, whether notice of abandonment has been given or not.

Unrepaired Damage. In no case shall the Assurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

Full Collision—Sister-Ship Collision. And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Owners or Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Assurers will pay the Owners or Charterers such proportion of such sum or sums so paid as the Assurers' subscription hereto bears to the value of the Vessel hereby insured, provided always that their liability in respect of any one such collision shall not exceed their proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, the Assurers will also pay a like proportion of the costs which the Owners or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owners or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. *Provided always*, that this clause shall in no case extend to any sum which the Owners or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury. *And provided also*, That in the event of any claim being made by the Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

WAR RISK CLAUSES

It is agreed that this insurance also covers those risks which would be covered by the attached policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained therein but which are excluded by that warranty.

This insurance, insofar as it relates to war risks, is also subject to the following warranties and additional clauses:

The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefor, floating and/or stationary mines and/or torpedoes whether derelict or not, and/or military or naval aircraft and/or other engines of war including missiles from the land, and warlike operations and the enforcement of sanctions by members of the League of Nations, whether before or after declaration of war and whether by a belligerent or otherwise; but excluding arrest, restraint, or detention under customs or quarantine regulations, and similar arrests, restraints, or detentions not arising from actual or impending hostilities or sanctions.

If the vessels be insured under marine policies which include the risks of pirates, claims arising from piracy shall nevertheless be paid under this policy and the underwriters hereof shall have no right to contribution from the underwriters of such marine policies it being understood that as between the two sets of policies losses due to piracy are payable under marine policies only to the extent that such losses are not collectible under the war risk policies.

The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for-old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure, or detention until after condemnation of the property insured. Also warranted not to abandon in case of blockade and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade to be at liberty to proceed to an open port and there end the voyage.

Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints, or detentions, of kings, princes or peoples.

Warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, presumption, or confiscation by the government of the United States of America or any State or political subdivision thereof or any government which is or may become party signatory of the "United Nations Pact," promulgated on or about January 2, 1943.

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions including damage caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage, or expense caused by or resulting from (a) civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, or (b) delay, detention, or loss of use.

Where, as a result of a risk or peril hereby insured against, damage sustained by the insured vessel in collision would be payable under the provisions of this policy, liability of the Assured for damage caused by such collision shall be deemed to be covered hereunder subject to the terms and provisions of the Collision Clause of this policy.

Policy No. WPI
Charter No. ----

WAR RISK PROTECTION AND INDEMNITY

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

IN CONSIDERATION OF THE STIPULATIONS herein agreed and the terms of the charter referred to above, does insure in accordance with applicable provisions of law.

Hereinafter called the Assured, in respect to the vessel called _____, in the maximum amount of \$175 per gross registered ton, if the insured vessel is a dry cargo or tank vessel completed prior to January 1, 1938; or in the maximum amount of \$250 per gross registered ton if the vessel does not come within the foregoing description or if it is a fully refrigerated vessel or constrain: *Provided, however*, That the maximum amount of insurance hereunder with respect to any one accident or occurrence shall be the sound market value of the insured vessel on the date of the accident or occurrence plus her then pending freight, if such sound market value plus pending freight shall exceed \$175 per gross registered ton, or \$250 per gross registered ton, whichever figure is applicable to the insured vessel at and from _____ to the day and hour of redelivery of the vessel under, or to the termination of, the charter referred to above, whichever shall first occur, subject to the terms and conditions hereinafter set forth against liabilities as hereinafter described _____ Loss if any payable to _____

WAR RISK ONLY CLAUSES

The following War Risk only Clauses (Clauses A, B and C) shall be deemed to over-ride P. & I. Clauses (Articles 1 to 25 inclusive) wherever they may be in conflict.

CLAUSE A. This insurance covers only those liabilities which would be covered by this Policy under Articles 1 to 25 inclusive in the absence of the F. C. & S. Clause (Article 25 (d)), but which are excluded by that Clause. The Assurer agrees to indemnify the Assured against loss, damage or expense as aforesaid which the Assured shall become liable to pay and shall pay by reason of the fact that the Assured is the owner, or charterer, or the general or time charter agent or agent or berth-agent or sub-agent of the owner or charterer (mortgagee, trustee, or receiver thereof as the case may be) of the insured vessel.

CLAUSE B. The Assurer shall also indemnify the Assured against losses arising as a result of the Assured's contractual liability, or against costs incurred by the Assured at the direction or in conformity with the wishes of the War Shipping Administration or any other Governmental agency, for repatriation of the crew to a United States port, as required, resulting from capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereat, or the consequences of hostilities or warlike operations, whether before or after declaration of war.

CLAUSE C. This Policy is warranted free from any claim arising from capture, seizure, arrests, restraints, detention, condemnation, presumption, regulation or confiscation by the Government of the United States of America, or any state or political subdivision thereunder, or any Government which is, or may become a party signatory of the "United Nations Pact," promulgated on or about January 2nd, 1942.

"P. AND I. CLAUSES"

(1) **Loss of Life, Injury and Illness.** Liability for life salvage, loss of life of, or personal injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the

assured, or in case of his death to his beneficiaries, under any compensation act. Liability hereunder shall also include burial expenses not exceeding \$200, where reasonably incurred by the assured for the burial of any seaman. The term Person as aforesaid shall include any Person or Persons carried on the insured vessel.

(a) Insurance hereunder, shall cover the liability of the assured for claims under any compensation act (other than hereafter excepted) in respect of employees (i) who are members of the crew of the insured vessel, or (ii) who are placed on board the insured vessel with the intention of becoming a member of her crew, or (iii) who, in the event of the vessel being laid up and out of commission, or engaged in the upkeep, maintenance or watching of the insured vessel, or (iv) who are engaged by the insured vessel or its Master to perform stevedoring work in connection with the vessel's cargo at ports in Alaska and ports outside the Continental United States where contract stevedores are not readily available. This insurance, however, shall not be considered as a qualification under any Compensation Act, but, without diminishing in any way the liability of the Assurer under this policy, the Assured may have in effect policies covering such liabilities. All claims under such Compensation Acts for which the Assurer is liable under the terms of this policy are to be paid without regard to such other policies.

(b) Insurance hereunder shall not cover any liability under the provisions of the Act of Congress approved September 7th, 1916 and as amended, Public Act #267, Sixty Fourth Congress, known as the U. S. Employees Compensation Act.

(c) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

(d) Notwithstanding anything to the contrary contained in Paragraph (20), liability hereunder shall be extended to cover claims of seamen under any Workmen's Compensation Act whether the liability of the Assured for such claims arises under contract or otherwise.

(2) *Repatriation Expenses.* Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel; provided, however, that the Assurer's liability for repatriation expenses shall be no greater than if the vessel were privately owned by an American Citizen or than if the employer were a private American Shipowner, and that the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by reason of the voluntary termination of the agreement. Wages shall be included in such expenses when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

(3) *Collision.* Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the Four-fourths Collision Clause in the American Institute Hull Form of policy: "And it is further agreed that if the vessel hereby insured shall come into collision with any other ship or vessel and the Assured or the Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the

Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the vessel hereby insured. And in no cases where the liability of the vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principal of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and a similar structures, consequent on such collision, or in respect of the cargo or engagement of the insured vessel, or for loss of life, or personal injury."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(c) Notwithstanding the foregoing, the Assurer shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Assurer.

(4) *Damage caused otherwise than by Collision.* Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft caused otherwise than by collision.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(5) *Damage to Docks, Buoys, etc.* Liability for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless otherwise covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(b) Insurance hereunder shall cover all liabilities for said damages that the insured vessel or her owners would have if she were privately owned by an American citizen and irrespective of the ownership of any property the vessel may damage, *Provided, however,* That the rights of the Assurer shall be the same as though the vessel were privately owned.

(6) *Wreck Removal.* Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefore; *Provided, however,* That:

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have inured, to the benefit of the Assured;

(b) The Assurer shall not be liable for any costs or expenses which would be covered by full insurance under the American Institute Hull form of policy, 7/1/41 issued by the American Marine Hull Insurance Syndicate;

(c) *The Assurer shall not be liable for any costs or expenses for which a private American vessel owner would not be legally liable, or for any costs or expenses from which a private American vessel owner could relieve himself by abandonment of the wreck to the United States Government or by other appropriate action.*

(7) *Cargo.* Liability for loss of or damage to or in connection with cargo or other property (except mail or parcels post), including baggage and personal effects of persons other than members of the crew, and not exceeding \$100. per person, to be carried, carried or which has been carried on board the insured vessel; *Provided, however,* That no liability shall exist hereunder for:

(a) *Specie, Bullion, Jewelry, etc.* Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious metals, precious stones, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property.

(b) *Refrigeration.* Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage and found in all respects fit, and unless the Assurer has approved in writing the form of contract under which such cargo is accepted for transportation;

(c) *Deviation.* Loss, damage or expense arising from any deviation or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to assure specifically the liability therefore, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary. Knowledge of the United States Governmental Departments or Agencies, other than the War Shipping Administration, its General or Time Charter Agents or Berth Agents in the continental United States; shall not be considered as

knowledge of the Assured in respect to deviation or proposed deviation; furthermore, the Assured shall not be prejudiced in respect to insurance hereunder in event of delay in reporting any deviation to the Assurer due to laws or governmental regulations or practices due to military reasons.

(d) *Stowage in Improper Spaces.* Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

(e) *Misdescription of Goods.* Loss, damage, or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

(i) *Freight.* Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured: *And provided further That:*

(1) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

(k) *Protective Clauses Required in Contract of Affreightment.* Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

(l) *Carriage of Goods by Sea Act.* When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

(m) *Limit of \$500 per Package.* When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country or similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and a clause limiting the Assured's liability for total loss or damage to goods

shipped to \$500 per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Assurer on terms agreed, in writing.

(n) *Oral Contract.* In the event cargo is carried under an arrangement not reduced to writing, such cargo shall be deemed to be carried under a charter party, bill of lading, or contract of affreightment incorporating the terms and conditions of the War Shipping Administration uniform bill of lading in the present form as published in Vol. 7, No. 134, p. 5248-5251 of the FEDERAL REGISTER or as modified by the War Shipping Administration;

(o) *Assured's.* Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss or of damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

(p) *Land Transportation.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo being transported on land or on another vessel;

(q) *Cargo on Deck.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew;

(8) *Fines and Penalties.* Liability for fines and penalties for the violation of any laws of the United States, or of any state thereof, or of any foreign country: *Provided, however,* That the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

(9) *Mutiny Misconduct.* Liability for expenses incurred in resisting any unfounded claim by the master or crew or other persons employed on board the insured vessel, or in prosecuting such persons or persons in case of mutiny or other misconduct; not including, however, costs which would not reasonably be incurred by a private American vessel owner under similar circumstances, nor costs of successfully defending claims elsewhere protected in this policy.

(10) *Quarantine Expenses.* Liability for extraordinary expenses, incurred in consequence of the outbreak of plague or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the wages or provisions of crew or passengers: *Provided, however,* That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine;

(11) *Putting in Expenses.* Liability for port charges incurred solely for the purpose of putting in to land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance stores and provisions as the result of the deviation.

(12) *Cargo's Propn. G/A.* Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the same from any other source: *Provided, however,* That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz:

Negligence G/A. Clause. "In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers."

(13) *Expenses and Law Costs.* Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) If the master of the insured vessel shall be sued by reason of any event which imposes on the Assured a liability against which the Assured is indemnified under this policy, the Assured will pay the costs and expenses of the defense of such suit subject to the provisions of paragraph (13), and will indemnify the master of such vessel to the same extent as though he were an assured under this policy: *Provided, however,* That the Assurer shall not be liable to indemnify the master in excess of the amount (a) for which the owner of said vessel would have been liable, or to which such owner could have limited liability, if such owner has been sued instead of the master, or (b) for which the Assurer would be liable under this policy had the suit been brought against the owner of the vessel.

(15) Expenses which the Assured may incur under authorization of the Assurer in the interest of the Assurer.

GENERAL CONDITIONS AND LIMITATIONS

(16) *Prompt Notice of Claim.* In the event of any happening which may result in loss, damage or expense for which the Assurer may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Assurer, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance.

The Assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within twelve (12) months after payment by the Assured.

(17) *Time for Suit.* In no event shall suit on any claim be maintainable against the

Assurer unless commenced within eighteen (18) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

(18) *Settlement of Claims.* The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer for settlement of any legal proceedings in respect of any occurrences for which the Assurer is liable under this policy: *Provided, however,* That in respect of any occurrence likely to give rise to a claim under this Policy, the Assured is obligated to and shall take such steps to protect his and the Assurer's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.

(19) *Defense of Claims.* Whenever required by the Assurer, the Assured shall aid in securing information and evidence, *subject to any governmental limitations as to the confidential character of such information or evidence,* and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

(20) *Assumed Contractual Liability.* Unless otherwise agreed by endorsement hereon, the Assurer's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract: *Provided, however,* That the acceptance by the Assured of towage contract or agreement limiting the liability of towboats or their owners shall not affect the Assured's right of indemnity from the Assurer for any liability, loss, damage or expense covered under this policy.

(21) *Assignment.* No claim or demand against the Assurer shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Assurer without the express consent of the Assurer: *Provided, however,* That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

(22) *Subrogation.* The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.

(23) *Double Insurance.* The Assurer shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in Paragraph (1) (a) hereof.

(24) *Limitation of Liability.* If and when the Assured under this policy has any interest other than as an owner or bareboat charterer of the insured vessel, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner or bareboat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

(25) Notwithstanding anything to the contrary contained in this policy, the Assurer shall not be liable for any loss, damage, or expense sustained, directly or indirectly, by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the in-

sured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Carbelment or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the American Institute Hull form of policy, 7/1/44 issued by the America Marine Hull Insurance Syndicate on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense.

(d) Capture, seizure, arrest, restraint or detention, or the consequences thereof, or of any attempt thereof, or the consequences of hostilities or war-like operations, whether before or after the declaration of war;

(e) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety: *Provided, however,* That this exception shall not apply to claims covered under paragraph (1) of this policy.

(f) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

In witness whereof, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Countersigned at Washington, D. C., this _____ day of _____, 19____

E. S. LAND,
Administrator.

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND,
Administrator.

AUGUST 5, 1944.

[F. R. Doc. 44-11842; Filed, August 8, 1944;
10:56 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[2d Rev. S. O. 210]

PART 95—CAR SERVICE

ICING AND REICING OF FRUITS AND VEGETABLES IN DESIGNATED SOUTHERN STATES

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 22d day of July, A. D. 1944.

It appearing, that there is an acute shortage of ice in the South which is adversely affecting the movement of fruits and vegetables in refrigerator cars originating in the States of Alabama, Florida, Georgia, Kentucky, Mississippi, Louisiana, (east of the Mississippi River), North Carolina, South Carolina, Tennessee, Virginia, and West Virginia, resulting in congestion of traffic; in the opinion of the Commission an emergency exists requiring immediate action: It is ordered, That:

Half-stage icing—(a) (1) *Definition.* The term half-stage icing as used herein means using only the upper halves of the bunkers of refrigerator cars for carrying ice, this being accomplished by setting

the ice grates at a point approximately midway between the bottom and top of the bunkers.

(a) (2) *Furnishing refrigerator cars equipped for half-stage icing for loading with Florida citrus.* When refrigerator cars equipped for half-stage icing are available at the point of origin when shipment is ordered to be initially iced after loading, and at the icing station where cars are to be initially iced when initial icing is ordered prior to loading, and the railroads can so furnish refrigerator cars equipped for half-stage icing without additional switching service in excess of that normally required for initial icing, all common carriers by railroad subject to the Interstate Commerce Act operating in the State of Florida, in complying with a shipper's order for a refrigerator car, shall give priority to the furnishing of and shall furnish refrigerator cars equipped for half-stage icing for loading with citrus fruit originating in the State of Florida, and shall furnish refrigerator cars not equipped for half-stage icing only when cars so equipped are not available as specified in this paragraph.

(a) (3) *Carriers required to furnish half-stage icing service on refrigerator cars equipped for half-stage icing.* No common carriers by railroad subject to the Interstate Commerce Act shall permit, accord or authorize other than half-stage icing service on any refrigerator car equipped for half-stage icing, ordered for loading with, or loaded with citrus fruit originating in the State of Florida when available and furnished in accordance with the provisions of paragraph (a) (2).

(b) *Icing and reicing on fruits and vegetables restricted to three-fourths bunker capacity.* No common carrier by railroad subject to the Interstate Commerce Act, on any refrigerator car loaded with fruits or vegetables originating in the States of Alabama, Florida, Georgia, Kentucky, Mississippi, Louisiana (east of the Mississippi River), South Carolina, North Carolina, Tennessee, Virginia, or West Virginia, shall initially ice or reice, or allow or permit initial icing or reicing, with more ice than is necessary to bring the ice in each bunker up to, but not above, three-fourths of that bunker's capacity. This paragraph shall have no application on cars restricted to half-stage icing under the provisions of paragraphs (a) (2) and (3).

(c) *Application.* The provisions of this order shall apply only to shipments billed on and after the effective date of this order originating in the States listed in paragraph (b) hereof, except that when a shipment has been unloaded under a transit arrangement the provisions of this order shall apply to such shipment if billed at the transit point on or after the effective date of this order.

(d) *Tariff provisions suspended.* The operation of all tariff rules, regulations, or charges insofar as they conflict with the provisions of this order is hereby suspended.

(e) *Announcement of suspension.* Each of such railroads, or its agent, shall publish, file, and post a supplement to each of its tariffs affected thereby, in

substantial accordance with the provisions of Rule 9 (k) of the Commission's Tariff Circular No. 20 (§ 141.9 (k) of this chapter) announcing the suspension of any of the provisions therein.

(f) *Special and general permits.* The provisions of this order shall be subject to any special or general permits issued by the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., to meet specific needs or exceptional circumstances. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)-(17))

It is further ordered, That this order shall become effective at 12:01 a. m., July 23, 1944, and shall supersede Revised Service Order No. 210 on the effective date hereof; that a copy of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-11906; Filed, August 9, 1944;
11:32 a. m.]

TITLE 50—WILDLIFE

Chapter IV—Office of the Coordinator of Fisheries

[Order 1838, Amdt. 3]

PART 401—PRODUCTION OF FISHERY COMMODITIES OR PRODUCTS

COORDINATED PILCHARD PRODUCTION PLAN

Section 401.2 of Order No. 1838; Amendment No. 2 of the Secretary of the Interior, issued June 23, 1944 (9 F.R. 7171), is amended by inserting at the end of paragraph (b) the following:

The foregoing provisions of this paragraph concerning the requirement of permits are subject to the following exceptions.

(1) Any pilchard vessel which has been chartered prior to July 23, 1944 for use in Alaskan waters as a salmon cannery tender or salmon packer or has been used for transporting salmon during any part of the month of July 1944, may continue operations necessary in the salmon industry pursuant to the terms of the charter, without obtaining a permit, from July 23, 1944 until that charter expires.

(2) Any pilchard vessel which has been used in fishing for herring in Alaskan waters during any part of the month of July 1944 may continue operations in that fishery without obtaining a permit from July 23, 1944 to September 30, 1944, but not beyond the end of the herring

fishing season in any district where the vessel shall be fishing.

Issued this 4th day of August 1944.

HAROLD L. ICKES,
Secretary of the Interior.

[F. R. Doc. 44-11883; Filed, August 9, 1944;
10:12 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Office of Indian Affairs.

WIND RIVER RESERVATION, WYOMING

ORDER OF RESTORATION

Whereas, pursuant to the provisions of the Act of March 3, 1905 (33 Stat. 1016), the Shoshone-Arapahoe Tribes of Indians in Wyoming ceded to the United States a large area of their reservation in the State of Wyoming, established under the Treaty of July 3, 1868 (15 Stat. 873), and

Whereas, within twenty-one land use districts there are certain undisposed-of ceded or "opened" lands described as follows:

WIND RIVER MICHIAN

LAND USE DISTRICT NO. 1

Description	Acres
T. 5 N., R. 2 W.,	
Secs. 1 to 17, inclusive.....	10,874.83
Sec. 18, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Sec. 19, SE $\frac{1}{4}$	160.00
Secs. 20 to 28, inclusive.....	5,700.00
Sec. 29, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Sec. 32.....	640.00
Sec. 33, N $\frac{1}{2}$	320.00
Sec. 34, N $\frac{1}{2}$	320.00
Sec. 35, N $\frac{1}{2}$	320.00
Sec. 36, N $\frac{1}{2}$	320.00
T. 5 N., R. 3 W.,	
Sec. 1, lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$	660.57
Sec. 2, lot 1.....	40.32
Sec. 12, E $\frac{1}{2}$	320.00
T. 6 N., R. 1 W.,	
Sec. 6, lots 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	249.16
Sec. 7, lots 1, 2, 3.....	234.63
Sec. 18, lots 1, 2.....	117.63
T. 6 N., R. 2 W.,	
Secs. 2 to 33, inclusive.....	20,549.30
Sec. 34, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	620.00
Secs. 35 and 36.....	1,275.63
T. 6 N., R. 3 W.,	
Sec. 1.....	600.20
Sec. 2, lots 1, 2, 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	210.52
Sec. 11, S $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Sec. 12, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	240.00
Sec. 13.....	640.00
Sec. 14, E $\frac{1}{2}$, SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	600.00
Sec. 15, E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Sec. 22, E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Sec. 23, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
Secs. 24 and 25.....	1,220.00
Sec. 26, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Sec. 35, E $\frac{1}{2}$	320.00
Sec. 36.....	640.00
T. 7 N., R. 1 W.,	
Sec. 31, lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$	164.47

Description	Acres
T. 7 N., R. 2 W.,	
Secs. 19 to 21, inclusive.....	1,933.56
Sec. 22, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	480.00
Sec. 23, S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$	480.00
Sec. 24, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	120.00
Secs. 25 to 34, inclusive.....	6,320.64
Sec. 35, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$	400.00
Sec. 36, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	400.00
T. 7 N., R. 3 W.,	
Secs. 1 to 4, inclusive.....	2,554.56
Sec. 5, lots 2, 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	519.54
Sec. 6, lots 1, 2, 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	469.05
Sec. 7, SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 8.....	640.00
Sec. 9, N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
Sec. 10.....	640.00
Sec. 11, W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	560.00
Sec. 12, N $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$	440.00
Sec. 13, W $\frac{1}{2}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	520.00
Secs. 14 and 15.....	1,220.00
Sec. 16, E $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	520.00
Sec. 17, E $\frac{1}{2}$, NW $\frac{1}{4}$	480.00
Sec. 21, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	560.00
Sec. 22, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	560.00
Secs. 23 to 29, inclusive.....	2,560.00
Sec. 27, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	560.00
Sec. 23, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	360.00
Sec. 34, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$, SE $\frac{1}{4}$	320.00
Secs. 35 and 36.....	1,220.00
T. 7 N., R. 4 W.,	
Sec. 1, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$	160.05
T. 8 N., R. 3 W.,	
Sec. 6, lot 1.....	55.90
Sec. 7, lots 3, 4, E $\frac{1}{2}$ NW $\frac{1}{4}$	145.16
Sec. 30, lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$	147.20
Sec. 31.....	615.56
Sec. 32, W $\frac{1}{2}$, SE $\frac{1}{4}$	420.00
T. 8 N., R. 4 W.,	
Sec. 1.....	460.57
Secs. 2 to 4, inclusive.....	1,920.92
Sec. 5, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	320.39
Sec. 9, N $\frac{1}{2}$	320.00
Secs. 10 and 11.....	1,220.00
Sec. 12, W $\frac{1}{2}$, NE $\frac{1}{4}$	480.00
Sec. 14, W $\frac{1}{2}$	320.00
Sec. 15, E $\frac{1}{2}$	320.00
Sec. 22, E $\frac{1}{2}$	320.00
Sec. 23.....	640.00
Sec. 24, SW $\frac{1}{4}$	160.00
Secs. 25 and 26.....	1,220.00
Sec. 27, E $\frac{1}{2}$	320.00
Sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$	420.00
Secs. 35 and 36.....	1,220.00
T. 9 N., R. 4 W.,	
Secs. 15 to 17, inclusive.....	249.25
Sec. 20.....	541.22
Sec. 21.....	640.00
Secs. 22, 23 and 28.....	668.43
Secs. 27 to 29, inclusive.....	1,920.00
Secs. 32 to 34, inclusive.....	1,920.00
Secs. 35 and 36.....	511.23

LAND USE DISTRICT NO. 3

T. 5 N., R. 2 W.,	
Sec. 19, lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$	159.24
T. 5 N., R. 3 W.,	
Sec. 2, lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	440.74
Secs. 3 to 11, inclusive.....	5,747.50
Sec. 12, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	240.00
Secs. 13 to 24, inclusive.....	7,675.00
T. 5 N., R. 4 W.,	
Secs. 1 and 2.....	1,275.76
Sec. 3, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	193.92

Description	Acreage
T. 5 N., R. 4 W.—Continued.	
Secs. 11 to 13, inclusive	1,920.00
Sec. 14, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	440.00
Sec. 23, NE $\frac{1}{4}$	160.00
Sec. 24	640.00
T. 6 N., R. 3 W.,	
Sec. 3, lots 2, 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$	571.46
Secs. 4 and 5	1,205.98
Sec. 6, lots 1 to 7, inclusive, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	486.51
Sec. 7, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	481.68
Sec. 8	640.00
Sec. 9, N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
Sec. 10	640.00
Sec. 11, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	120.00
Sec. 15, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	240.00
Sec. 16, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	440.00
Sec. 17, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	480.00
Sec. 18, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	602.34
Secs. 19 and 20	1,281.92
Sec. 21, W $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$	480.00
Sec. 22, W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	360.00
Sec. 27, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, W $\frac{1}{2}$	600.00
Secs. 28 to 34, inclusive	4,485.88
Sec. 35, W $\frac{1}{2}$ SW $\frac{1}{4}$	640.00
T. 6 N., R. 4 W.,	
Secs. 1 to 3, inclusive	1,919.44
Secs. 10 to 15, inclusive	3,840.00
Secs. 22 to 27, inclusive	3,840.00
Sec. 34, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	560.00
Secs. 35 and 36	1,280.00
T. 7 N., R. 3 W.,	
Sec. 6, lots 6, 7, E $\frac{1}{2}$ SW $\frac{1}{4}$	148.80
Sec. 7, lots 1, 2, 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$	418.08
Sec. 17, SW $\frac{1}{4}$	160.00
Secs. 19 and 20	1,218.72
Sec. 28, W $\frac{1}{2}$ SW $\frac{1}{4}$	80.00
Sec. 29	640.00
Sec. 30, lots 1, 2, 3, E $\frac{1}{2}$ lot 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$	601.88
Sec. 31, lots 2, 3, 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	524.70
Sec. 32	640.00
Sec. 33, W $\frac{1}{2}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	520.00
Sec. 34, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	120.00
T. 7 N., R. 4 W.,	
Sec. 1, lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	480.15
Secs. 2 and 3	1,281.32
Secs. 5 to 7, inclusive	1,899.92
Sec. 8, S $\frac{1}{2}$	320.00
Sec. 10, N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
Secs. 11 and 12	1,280.00
Sec. 13, N $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	400.00
Sec. 14, N $\frac{1}{2}$	320.00
Sec. 15, E $\frac{1}{2}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	600.00
Sec. 16	640.00
Sec. 18, lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$	195.41
Sec. 19, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	160.00
Sec. 20, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	200.00
Sec. 21, SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
Sec. 22, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
Secs. 23 and 24	1,280.00
Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	480.00
Secs. 26 to 28, inclusive	1,920.00
Sec. 29, E $\frac{1}{2}$	320.00
Sec. 33, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	280.00
Secs. 34 to 36, inclusive	1,920.00

Description	Acreage
T. 7 N., R. 5 W.,	
Secs. 1 and 12	1,281.20
Sec. 13, N $\frac{1}{2}$	320.00
T. 8 N., R. 4 W.,	
Sec. 5, lots 2, 3, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	200.34
Secs. 6 to 8, inclusive	1,889.95
Sec. 9, S $\frac{1}{2}$	320.00
Sec. 15, W $\frac{1}{2}$	320.00
Secs. 16 to 21, inclusive	3,812.96
Sec. 22, W $\frac{1}{2}$	320.00
Sec. 27, W $\frac{1}{2}$	320.00
Secs. 28 to 32, inclusive	3,176.08
Sec. 34, S $\frac{1}{2}$ S $\frac{1}{2}$	160.00
T. 9 N., R. 4 W.,	
Sec. 19	67.85
Sec. 30	348.79
Sec. 31	639.20
T. 8 N., R. 5 W.,	
Sec. 1	640.48
Sec. 2	598.68
Secs. 12 and 13	1,280.00
Sec. 24, E $\frac{1}{2}$	320.00
Sec. 25, NE $\frac{1}{4}$, S $\frac{1}{2}$	480.00
Sec. 36	640.00
T. 9 N., R. 5 W.,	
Secs. 25, 36 and 35	704.16

LAND USE DISTRICT NO. 7

T. 5 N., R. 6 W.,	
Sec. 1	640.48
Sec. 2, lots 1, 2, 3, 4, 6, 7, 10, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	384.03
Sec. 3, lots 1 to 5, inclusive	110.51
Sec. 11, lots 1, 4, 5, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	389.52
Sec. 12, lots 1, 2, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	584.19
Sec. 13, lots 1, 2 and 3	59.16
T. 6 N., R. 5 W.,	
Sec. 3, lot 1, SW $\frac{1}{4}$ SE $\frac{1}{4}$	80.04
Secs. 4 to 9, inclusive	3,810.98
Sec. 10, NW $\frac{1}{4}$ NE $\frac{1}{4}$	40.00
Sec. 14, S $\frac{1}{2}$	320.00
Secs. 15 to 18, inclusive	2,547.52

T. 6 N., R. 6 W.,	
Secs. 1 and 2	1,280.56
Sec. 3, lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	277.98
Secs. 11 to 14, inclusive	2,560.00
Sec. 15, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	240.00
Sec. 34, lots 2, 3 and 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$	518.43
Secs. 35 and 36	1,280.00

T. 7 N., R. 5 W.,	
Sec. 5, lot 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$	477.20
Sec. 6	138.95
Sec. 7, E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	440.00
Sec. 8	640.00
Sec. 9, S $\frac{1}{2}$	320.00
Sec. 10, S $\frac{1}{2}$	320.00
Secs. 15 to 17, inclusive	1,920.00
Sec. 18, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Sec. 19, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Secs. 20 and 21	1,280.00
Sec. 22, N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	400.00
Sec. 27, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	360.00
Sec. 28, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	600.00
Sec. 29	640.00
Sec. 30, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Sec. 31, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Secs. 32 to 34, inclusive	1,920.00

LAND USE DISTRICT NO. 8

T. 7 N., R. 5 W.,	
Sec. 5, lots 1, 2 and 3	137.63
T. 8 N., R. 5 W.,	
Sec. 32, lots 2, 3 and 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	342.48

LAND USE DISTRICT NO. 11

T. 5 N., R. 4 W.,	
Sec. 3, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
Secs. 4 and 5	1,276.98
Sec. 6, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$	159.59
Sec. 9	640.00
Sec. 10, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	400.00

Description	Acreage
T. 6 N., R. 4 W.,	
Secs. 4 and 5	1,277.56
Sec. 6, lots 1 to 7, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	551.12
Sec. 7, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$	235.36
Sec. 8, N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Sec. 9, S $\frac{1}{2}$	320.00
Sec. 16, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	200.00
Sec. 18, lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	316.26
Sec. 19	633.42
Sec. 20, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
Sec. 21, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$	480.00
Sec. 28, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	240.00
Sec. 29, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$	480.00
Secs. 30 to 32, inclusive	1,909.44
Sec. 33, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	440.00
T. 6 N., R. 5 W.,	
Secs. 1 and 2	1,280.56
Sec. 10, E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Sec. 11, N $\frac{1}{2}$	320.00
Secs. 12 and 13	1,280.00
Sec. 23, NE $\frac{1}{4}$	160.00
Sec. 24	640.00
Sec. 25, E $\frac{1}{2}$	320.00
Sec. 36	160.00
T. 7 N., R. 4 W.,	
Sec. 19, lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	315.65
Sec. 20, SW $\frac{1}{4}$	160.00
Sec. 29, W $\frac{1}{2}$	320.00
Secs. 30 to 32, inclusive	1,004.04
Sec. 33, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	240.00
T. 7 N., R. 5 W.,	
Sec. 23, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	280.00
Secs. 24 to 26, inclusive	1,920.00
Secs. 35 and 36	1,280.00

LAND USE DISTRICT NO. 12

T. 4 N., R. 3 W.,	
Sec. 1, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$	336.80
Sec. 2, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$	337.13
Sec. 4, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$	336.17
Sec. 5, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	619.10
Sec. 6, lots 1, 5, 6 and 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	276.37
Sec. 7, lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$	75.51
Sec. 8, E $\frac{1}{2}$	320.00
Sec. 9, S $\frac{1}{2}$	320.00
Sec. 15, S $\frac{1}{2}$	320.00
Sec. 16	640.00
Sec. 17, E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
T. 4 N., R. 4 W.,	
Sec. 1, lots 1 to 5, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	454.42
Sec. 2, lots 1 and 2	63.82
T. 5 N., R. 2 W.,	
Sec. 30, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$	239.29
T. 5 N., R. 3 W.,	
Secs. 25 to 30, inclusive	3,838.89
Sec. 31, lot 1, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$	439.87
Secs. 32 to 36, inclusive	3,200.00
T. 5 N., R. 4 W.,	
Sec. 6, lots 3 to 7, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	475.06
Secs. 7 and 8	1,277.10
Sec. 14, SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Sec. 15, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, W $\frac{1}{2}$	560.00
Secs. 16 and 17	1,280.00
Sec. 18, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$	518.77
Sec. 19, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	240.00
Sec. 20, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
Secs. 21 and 22	1,280.00
Sec. 23, W $\frac{1}{2}$ NW $\frac{1}{4}$	80.00

Description	Acreage
T. 5 N., R. 4 W.—Continued.	
Sec. 25, N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	400.00
Sec. 26, S $\frac{1}{2}$ -----	320.00
Sec. 27, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	600.00
Sec. 28, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	280.00
Sec. 34, N $\frac{1}{2}$ NE $\frac{1}{4}$ -----	80.00
Sec. 35, lot 3, SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ -----	512.70
Sec. 36, W $\frac{1}{2}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	520.00
T. 5 N., R. 5 W.,	
Secs. 1 and 2-----	1,280.68
Sec. 3, lots 1, 2, 3, 4 and 6, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	600.85
Sec. 10, lot 1-----	40.00
Sec. 11, N $\frac{1}{2}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	520.00
Sec. 12-----	640.00
T. 6 N., R. 5 W.,	
Sec. 22-----	640.00
Sec. 23, W $\frac{1}{2}$, SE $\frac{1}{4}$ -----	480.00
Sec. 25, W $\frac{1}{2}$ -----	320.00
Secs. 26 and 27-----	1,280.00
Secs. 34 and 35-----	1,280.00
Sec. 36, W $\frac{1}{2}$, SE $\frac{1}{4}$ -----	480.00

LAND USE DISTRICT NO. 18

T. 5 N., R. 1 W.,	
Sec. 1, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$ -----	219.18
T. 6 N., R. 1 W.,	
Sec. 1, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ -----	418.61
Sec. 12, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	440.00
Sec. 13, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	560.00
Sec. 14, S $\frac{1}{2}$ S $\frac{1}{2}$ -----	160.00
Secs. 23 to 25, inclusive-----	1,920.00
Sec. 26, E $\frac{1}{2}$ -----	320.00
Sec. 36-----	640.00
T. 5 N., R. 1 E.,	
Sec. 5, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$ -----	318.32
Sec. 6, lots 1 to 7, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ -----	474.44
Sec. 7, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ -----	157.69
T. 6 N., R. 1 E.,	
Sec. 2, lots 1 to 4, inclusive, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ -----	520.72
Sec. 3, lots 1, 2 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ -----	440.08
Sec. 4-----	640.24
Sec. 5, lots 2, 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	560.53
Secs. 6 to 8, inclusive-----	1,902.88
Sec. 9, W $\frac{1}{2}$ -----	320.00
Sec. 16, W $\frac{1}{2}$ NW $\frac{1}{4}$ -----	80.00
Sec. 17, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ -----	440.00
Sec. 18, lots 1, 2 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ -----	552.86
Sec. 19-----	630.88
Sec. 20, S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ -----	520.00
Sec. 29, N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ -----	480.00
Secs. 30 to 32, inclusive-----	1,907.97
Sec. 14, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	480.00
Sec. 15, E $\frac{1}{2}$ -----	320.00
Sec. 22, E $\frac{1}{2}$ -----	320.00
Sec. 23, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	600.00
Sec. 26-----	640.00
Sec. 27, E $\frac{1}{2}$, SW $\frac{1}{4}$ -----	480.00
Sec. 28, S $\frac{1}{2}$ -----	320.00
Sec. 29, S $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ -----	400.00
Secs. 30 and 31-----	1,264.56
Sec. 32, W $\frac{1}{2}$, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ -----	560.00
Sec. 33-----	640.00
Sec. 34, N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	600.00
Sec. 35-----	640.00
T. 5 N., R. 1 E.,	
Secs. 1 and 2-----	1,279.44
Sec. 3, lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ -----	480.31
Sec. 4-----	629.28

No. 159—6

LAND USE DISTRICT NO. 10

Description	Acreage
T. 5 N., R. 1 E.—Continued.	
Sec. 5, S $\frac{1}{2}$ -----	320.00
Sec. 6, SE $\frac{1}{4}$ -----	160.00
Sec. 7, NE $\frac{1}{4}$ -----	160.00
Secs. 8 to 10, inclusive-----	1,920.00
Sec. 11, W $\frac{1}{2}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ -----	560.00
Secs. 14 to 16, inclusive-----	1,920.00
Sec. 17, N $\frac{1}{2}$ -----	320.00
T. 5 N., R. 2 E.,	
Sec. 4, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	600.04
Secs. 5 and 6-----	1,276.24
T. 6 N., R. 1 E.,	
Sec. 1, lots 1 to 4, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	400.48
Sec. 9, E $\frac{1}{2}$ -----	320.00
Sec. 10, W $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ -----	560.00
Sec. 11-----	640.00
Sec. 12, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ -----	520.00
Secs. 13 and 14-----	1,280.00
Sec. 15, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ -----	560.00
Sec. 16, E $\frac{1}{2}$, SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ -----	560.00
Sec. 21-----	640.00
Sec. 22, W $\frac{1}{2}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ -----	560.00
Secs. 23 to 28, inclusive-----	3,840.00
Sec. 33, W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ -----	560.00
Sec. 34, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	400.00
Secs. 35 and 36-----	1,280.00
T. 6 N., R. 2 E.,	
Sec. 3, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	599.28
Secs. 4 and 5-----	1,278.88
Sec. 6, lots 1 to 6, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	520.54
Sec. 7, lots 1 to 4, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -----	669.32
Secs. 8 and 9-----	1,280.00
Sec. 10, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ -----	400.00
Sec. 15, W $\frac{1}{2}$ -----	320.00
Secs. 16 and 17-----	1,280.00
Sec. 18, lots 1 to 4, inclusive, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ -----	560.60
Sec. 19, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	511.24
Sec. 20, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	520.00
Sec. 21-----	640.00
Sec. 28-----	640.00
Sec. 29, S $\frac{1}{2}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ -----	520.00
Secs. 30 and 31-----	1,267.12
Sec. 32, W $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	480.00
Sec. 33-----	640.00
T. 7 N., R. 1 E.,	
Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	440.00
Sec. 36-----	640.00
T. 7 N., R. 2 E.,	
Sec. 21, N $\frac{1}{2}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	520.00
Sec. 22-----	640.00
Sec. 27, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	600.00
Sec. 28, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$ -----	560.00
Sec. 29, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ -----	560.00
Secs. 30 to 33, inclusive-----	2,536.04
Sec. 34, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ -----	240.00

LAND USE DISTRICT NO. 21

T. 4 N., R. 1 E.,	
Secs. 1, 2 and 3-----	1,809.86
Secs. 11 and 12-----	1,280.00
T. 5 N., R. 1 E.,	
Sec. 12, S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ -----	280.00
Sec. 13-----	640.00
Sec. 21, N $\frac{1}{2}$, SE $\frac{1}{4}$ -----	480.00
Secs. 22 to 27, inclusive-----	9,840.00

Description	Acreage
T. 5 N., R. 1 E.—Continued.	
Sec. 23, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	240.00
Sec. 33-----	640.00
Sec. 34-----	640.00
T. 5 N., R. 2 E.,	
Secs. 1 and 3-----	1,230.92
Sec. 7, lots 1, 2, and 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ -----	357.17
Secs. 8 to 15, inclusive-----	5,120.00
Sec. 27, NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	440.00
Sec. 17, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ -----	320.00
Sec. 18, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	597.23
Secs. 19 and 20-----	1,278.03
Sec. 21, SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ -----	360.00
Sec. 22, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	230.00
Secs. 23 to 25, inclusive-----	1,920.00
Sec. 26, E $\frac{1}{2}$ -----	320.00
Sec. 28, W $\frac{1}{2}$ -----	320.00
Secs. 29 to 32, inclusive-----	2,553.40
Sec. 33, W $\frac{1}{2}$ -----	320.00
T. 5 N., R. 3 E.,	
Secs. 4 to 11, inclusive-----	5,111.24
Secs. 14 to 23, inclusive-----	6,394.16
Secs. 26 to 35, inclusive-----	6,397.23
T. 6 N., R. 2 E.,	
Secs. 1 and 2-----	1,278.55
Sec. 10, S $\frac{1}{2}$ SE $\frac{1}{4}$ -----	80.00
Sec. 11, S $\frac{1}{2}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ -----	560.00
Secs. 12 and 13-----	1,220.00
Sec. 14, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	600.00
Sec. 15, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	200.00
Sec. 22-----	640.00
Sec. 23, SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ -----	520.00
Secs. 24 to 26, inclusive-----	1,920.00
Sec. 27, NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ -----	400.00
Sec. 34, W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ -----	520.00
Secs. 35 and 36-----	1,220.00
T. 6 N., R. 3 E.,	
Sec. 6-----	641.76
Sec. 7-----	639.92
Sec. 17, SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	40.00
Sec. 18, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	600.32
Sec. 19, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	520.89
Sec. 20-----	640.00
Secs. 28 to 33, inclusive-----	3,840.56
T. 7 N., R. 2 E.,	
Sec. 23-----	640.00
Sec. 24, S $\frac{1}{2}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	600.00
Secs. 25 and 26-----	1,230.00
Sec. 34, E $\frac{1}{2}$ -----	320.00
Secs. 35 and 36-----	1,220.00
T. 7 N., R. 3 E.,	
Sec. 31, lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	479.77

LAND USE DISTRICT NO. 22

T. 5 N., R. 3 E.,	
Sec. 1-----	640.60
Sec. 2, lots 1, 2 and 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	600.83
Sec. 3-----	640.83
Secs. 12 and 13-----	1,230.00
Sec. 24-----	640.00
Sec. 25-----	640.00
Sec. 36-----	640.00
T. 5 N., R. 4 E.,	
Sec. 2, lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ -----	478.24
Secs. 3 and 4-----	1,275.03
Sec. 5, lots 1, 2 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ -----	523.62
Secs. 6 to 10, inclusive-----	3,190.25
Sec. 11, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	600.00
Sec. 14, SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$ -----	520.00
Secs. 15 to 23, inclusive-----	6,334.43
Secs. 26 to 35, inclusive-----	7,463.03

Description	Acres
T. 6 N., R. 3 E.,	
Secs. 1 to 5, inclusive	3,204.28
Secs. 8 to 12, inclusive	3,200.00
Sec. 13, N $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$	440.00
Secs. 14, 15 and 16	1,920.00
Sec. 17, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
Sec. 21	640.00
Sec. 22, S $\frac{1}{2}$	320.00
Sec. 23, S $\frac{1}{2}$	320.00
Secs. 24 to 27, inclusive	2,560.00
Sec. 34, N $\frac{1}{2}$, SW $\frac{1}{4}$	480.00
Sec. 35, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	560.00
Sec. 36	640.00
T. 6 N., R. 4 E.,	
Secs. 1 to 12, inclusive	7,649.07
Sec. 13, NW $\frac{1}{4}$	160.00
Secs. 14 to 17, inclusive	2,560.00
Sec. 18, lots 1, 2 and 3, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$	593.74
Sec. 19, lots 3 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$	556.51
Secs. 20, 21 and 22	1,920.00
Sec. 23, N $\frac{1}{2}$	320.00
Secs. 25 to 28, inclusive	2,560.00
Sec. 29, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	560.00
Sec. 30, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	594.08
Sec. 31, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	515.48
Sec. 32, W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$	480.00
Secs. 33, 34 and 35	1,920.00
T. 7 N., R. 2 E.,	
Secs. 1, 2 and 3	1,993.68
Sec. 4, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	332.53
Sec. 9, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	280.00
Secs. 10, 11 and 12	1,920.00
Sec. 13, N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	360.00
Secs. 14 and 15	1,280.00
Sec. 16, S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	440.00
T. 7 N., R. 3 E.,	
Sec. 1, lots 1, 2 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	593.92
Sec. 2	643.16
Sec. 3, lots 1 to 4, inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	605.82
Secs. 4, 5 and 6	1,926.17
Sec. 7, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	593.12
Sec. 8, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, S $\frac{1}{2}$	520.00
Sec. 9, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	400.00
Sec. 10, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$	480.00
Secs. 11 to 14, inclusive	2,560.00
Sec. 15, E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	480.00
Sec. 16, E $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$	520.00
Sec. 17, S $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$	560.00
Sec. 18	635.04
Sec. 19, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	596.96
Secs. 20 to 29, inclusive	6,400.00
Sec. 30, lots 1 to 4, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$	517.92
Sec. 31, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$	819.39
Secs. 32, 33 and 34	1,920.00
Sec. 35, W $\frac{1}{2}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	520.00
Sec. 36, S $\frac{1}{2}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	600.00
T. 7 N., R. 4 E.,	
Secs. 25, 26 and 27	1,920.00
Sec. 28, N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	480.00
Secs. 29 to 36, inclusive	5,094.84
T. 8 N., R. 2 E.,	
Secs. 1 and 2	1,283.20
Sec. 11	640.00

Description	Acres
T. 8 N., R. 2 E.—Continued.	
Sec. 12, E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	480.00
Secs. 13 and 14	1,280.00
Sec. 21, E $\frac{1}{2}$	320.00
Secs. 22, 23 and 24	1,920.00
Sec. 26, N $\frac{1}{2}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	520.00
Sec. 25, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	400.00
Sec. 27	640.00
Sec. 28, E $\frac{1}{2}$	320.00
Sec. 33, E $\frac{1}{2}$	320.00
Sec. 34, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	400.00
Sec. 35, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	440.00
Sec. 36, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	560.00
T. 8 N., R. 3 E.,	
Sec. 3, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	280.00
Sec. 4, lots 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	600.66
Secs. 5 to 10, inclusive	3,883.16
Sec. 11, W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	600.00
Sec. 14, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	320.00
Sec. 15, N $\frac{1}{2}$ N $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$	440.00
Sec. 16	640.00
Sec. 17, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	560.00
Sec. 18	631.00
Sec. 19, lots 1 to 4, inclusive, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	471.00
Sec. 20, S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	560.00
Secs. 21 to 23, inclusive	1,920.00
Sec. 24, S $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	480.00
Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$	560.00
Sec. 26, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	440.00
Sec. 27, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	400.00
Sec. 28, N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	360.00
Sec. 29	640.00
Sec. 30, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	480.00
Sec. 31	631.76
Sec. 32, W $\frac{1}{2}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	520.00
Sec. 33, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	280.00
Sec. 34	640.00
Sec. 35, W $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	520.00
Sec. 36, NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	320.00
T. 8 N., R. 4 E.,	
Sec. 19, lots 3 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$	110.84
Sec. 30, lots 1, 3 and 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$	546.61
Sec. 31	623.12
T. 9 N., R. 2 E.,	
Sec. 25, SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 36, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	400.00
T. 9 N., R. 3 E.,	
Sec. 31, lots 1 to 4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	599.80
Sec. 32, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	280.00
Sec. 33, S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00
T. 7 N., R. 4 E.,	
Sec. 1	79.00
Sec. 2	640.80
Sec. 3, lots 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	601.20
Sec. 4	640.80
Sec. 5	640.20
Secs. 8 to 11, inclusive	2,560.00
Sec. 12	78.72
Sec. 13, lot 1	39.32
Sec. 14, N $\frac{1}{2}$	320.00
Sec. 15, N $\frac{1}{2}$	320.00
Sec. 16, N $\frac{1}{2}$	320.00
Secs. 17 and 18	1,266.24
Sec. 19, lots 1 to 4, inclusive, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$	467.56

Description	Acres
T. 7 N., R. 4 E.—Continued.	
Sec. 20, N $\frac{1}{2}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	600.00
T. 8 N., R. 4 E.,	
Sec. 23, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$	440.00
Sec. 25	80.20
Sec. 26	640.00
Sec. 27, S $\frac{1}{2}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$	560.00
Sec. 28, S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$	480.00
Sec. 29, S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$	480.00
Sec. 32	640.00
Sec. 33, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$	480.00
Secs. 34 and 35	1,280.00
Sec. 36	79.80

LAND USE DISTRICT NO. 20

T. 4 N., R. 1 E.,	
Secs. 4 to 10, inclusive	4,323.48
Secs. 16 to 21, inclusive	3,796.88
Secs. 28 to 33, inclusive	3,876.39
T. 3 N., R. 2 W.,	
Sec. 1, SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
T. 4 N., R. 1 W.,	
Sec. 1	640.12
Sec. 11, S $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
T. 4 N., R. 2 W.,	
Sec. 8, E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Sec. 9, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	80.00
Sec. 20, S $\frac{1}{2}$	320.00
Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00
Sec. 29	640.00
T. 4 N., R. 3 W.,	
Sec. 27, NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00

LAND USE DISTRICT NO. 20

T. 1 S., R. 3 E.,	
Sec. 28, lot 2, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	57.56
T. 1 S., R. 4 E.,	
Sec. 14, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	240.00
Sec. 15, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	480.00
Sec. 16, N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Sec. 20, SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 21, E $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	400.00
Secs. 22 and 23	1,280.00
Sec. 24, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	240.00
Secs. 25, 26 and 27	1,280.00
Sec. 28, E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	560.00
Sec. 33, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	120.00
Secs. 34, 35 and 36	1,280.00

T. 2 S., R. 4 E.,	
Sec. 1, N $\frac{1}{2}$	320.00
Sec. 2, N $\frac{1}{2}$	320.00
Sec. 3, E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00

LAND USE DISTRICT NO. 20

T. 1 N., R. 3 E.,	
Sec. 8, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	120.00
Sec. 16, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	120.00
Sec. 22, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	120.00
Sec. 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
T. 2 N., R. 4 E.,	
Sec. 26, NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 31, E $\frac{1}{2}$	320.00

LAND USE DISTRICT NO. 24

T. 1 N., R. 3 E.,	
Sec. 25, NW $\frac{1}{4}$	160.00
Sec. 26, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
T. 1 N., R. 4 E.,	
Sec. 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
Sec. 19, lot 3	39.40
Sec. 20, E $\frac{1}{2}$ SW $\frac{1}{4}$	80.00
Sec. 29, NW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
Sec. 30, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, lot 2	159.70
T. 1 N., R. 5 E.,	
Sec. 5, lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$	81.10
Sec. 6, lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	240.80
T. 2 N., R. 2 E.,	
Sec. 31, lot 1	0.38
Sec. 32, lots 1, 2 and 3, NE $\frac{1}{4}$ NE $\frac{1}{4}$	140.38
Sec. 33, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	85.00

Description	Acres
T. 2 N., R. 4 E.	
Sec. 26, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	40.00
Sec. 27, N $\frac{1}{2}$ NW $\frac{1}{4}$ -----	80.00
Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	80.00
Sec. 29, N $\frac{1}{2}$ NE $\frac{1}{4}$ -----	80.00
Sec. 32, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	120.00
T. 2 N., R. 5 E.	
Sec. 19, lots 2, 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	434.39
Sec. 20, N $\frac{1}{2}$ -----	320.00
Sec. 21, N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ -----	400.00
Sec. 22, -----	640.00
Sec. 23, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ -----	240.00
Sec. 29, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	120.00
T. 1 S., R. 4 E.	
Sec. 1, lot 3-----	40.25
LAND USE DISTRICT NO. 36	
T. 3 N., R. 6 E.	
Sec. 3-----	276.06
Sec. 4, lots 1, 2, 3, 6, 7 and 10, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	359.66
Sec. 10, lots 1 to 4, inclusive, W $\frac{1}{2}$ SW $\frac{1}{4}$ -----	201.14
Sec. 15-----	282.98
Sec. 16, E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -----	240.00
Sec. 21, E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ -----	400.00
Sec. 22, lots 1, 2 and 3, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	213.98
Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ -----	240.00
Sec. 29, lot 5-----	21.25
T. 4 N., R. 6 E.	
Sec. 3, lots 1 to 4, inclusive-----	121.24
Sec. 4, lots 9, 12 and 13-----	68.66
Sec. 9, lot 3-----	7.68
Sec. 10, lots 1 to 4, inclusive, SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	149.80
Sec. 15, lots 1 and 2, W $\frac{1}{2}$ NW $\frac{1}{4}$ -----	135.42
Sec. 16, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	80.00
LAND USE DISTRICT NO. 2	
T. 5 N., R. 1 E.	
Sec. 7, lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	317.91
Sec. 17, S $\frac{1}{2}$ -----	320.00
Secs. 18, 19 and 20-----	1,914.08
Sec. 21, SW $\frac{1}{4}$ -----	160.00
Sec. 28, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ -----	120.00
Sec. 29, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$ -----	480.00
Secs. 30 and 31-----	1,277.84
T. 5 N., R. 1 W.	
Sec. 1, S $\frac{1}{2}$ -----	320.00
Sec. 2-----	639.52
Sec. 3, S $\frac{1}{2}$ -----	320.00
Secs. 4 and 5-----	1,276.24
Sec. 6, lots 1, 2, 4 to 7, inclusive, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ -----	440.44
Secs. 7 to 22, inclusive-----	10,018.80
Sec. 23, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	520.00
Sec. 24, S $\frac{1}{2}$ -----	320.00
Sec. 25-----	640.00
Sec. 26, N $\frac{1}{2}$ -----	320.00
Sec. 27, N $\frac{1}{2}$ -----	320.00
Secs. 28, 29 and 30-----	1,851.76
Sec. 36, N $\frac{1}{2}$ -----	320.00
T. 6 N., R. 1 W.	
Sec. 1, lot 3, S $\frac{1}{2}$ NW $\frac{1}{4}$ -----	129.55
Sec. 2, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	160.00
Secs. 3, 4 and 5-----	2,033.60
Sec. 6, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -----	338.41
Sec. 7, E $\frac{1}{2}$ -----	320.00
Sec. 8, N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	600.00
Secs. 9, 10 and 11-----	1,920.00
Sec. 14, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	480.00
Secs. 15, 16 and 17-----	1,920.00
Sec. 18, lot 4, E $\frac{1}{2}$, lot 3-----	436.94
Secs. 19 to 22, inclusive-----	2,476.40
Sec. 26, W $\frac{1}{2}$ -----	320.00
Secs. 27 to 35, inclusive-----	5,596.56
T. 7 N., R. 1 W.	
Secs. 7 to 10, inclusive-----	2,545.84
Sec. 15, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	560.00
Sec. 16-----	640.00
Sec. 17, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	560.00
Secs. 18 and 19-----	1,254.12
Sec. 20, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ -----	480.00

Description	Acres
T. 7 N., R. 1 W.—Continued.	
Sec. 21-----	640.00
Sec. 22, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ -----	860.00
Sec. 23, W $\frac{1}{2}$ SW $\frac{1}{4}$ -----	80.00
Sec. 25, E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	440.00
Sec. 26, E $\frac{1}{2}$ -----	320.00
Sec. 27, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	860.00
Sec. 28, N $\frac{1}{2}$, SW $\frac{1}{4}$ -----	480.00
Sec. 29-----	640.00
Sec. 30, lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ -----	434.80
Sec. 31, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ -----	474.45
Secs. 32, 33 and 34-----	1,820.00
Sec. 35, NE $\frac{1}{4}$ -----	160.00
Sec. 36, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ -----	400.00
T. 7 N., R. 2 W.	
Secs. 1 and 2-----	1,378.03
Sec. 3, lots 1, 2 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ -----	678.89
Secs. 4 to 14, inclusive-----	7,404.69
Sec. 15, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	600.00
Secs. 16, 17 and 18-----	1,886.48
Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$ -----	160.00
Sec. 23, N $\frac{1}{2}$ N $\frac{1}{2}$ -----	160.00
Sec. 24, N $\frac{1}{2}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	520.00
T. 7 N., R. 3 W.	
Sec. 12, E $\frac{1}{2}$ SE $\frac{1}{4}$ -----	80.00
T. 8 N., R. 2 W.	
Sec. 30-----	72.68
Sec. 31, lots 1 to 4, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	528.17
Secs. 32 and 33-----	539.83
Sec. 34, lots 1 to 4, inclusive-----	171.10
Secs. 35 and 36-----	520.93
T. 8 N., R. 3 W.	
Sec. 6, E $\frac{1}{2}$ lot 1 (area approxi- mated)-----	19.00
Sec. 7, lots 1, 2, 5 and 6, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -----	132.83
Sec. 8-----	532.05
Sec. 9, lots 1 to 4, inclusive-----	141.64
Sec. 10, lot 1-----	33.40
Sec. 14, lots 1 and 2-----	71.25
Sec. 15, lots 1 to 4, inclusive-----	169.73
Sec. 16, S $\frac{1}{2}$ -----	320.00
Secs. 17 to 20, inclusive-----	2,504.12
Sec. 21, S $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ -----	400.00
Sec. 22, S $\frac{1}{2}$, N $\frac{1}{2}$ N $\frac{1}{2}$ -----	480.00
Sec. 23, lots 1, 2 and 3, NW $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ -----	483.29
Sec. 24, lots 1 and 2-----	62.55
Sec. 25-----	523.35
Secs. 26 and 27-----	1,280.00
Sec. 28, S $\frac{1}{2}$ -----	320.00
Sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	360.00
Sec. 30, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ -----	468.80
Sec. 32, NE $\frac{1}{4}$ -----	160.00
Secs. 33, 34 and 35-----	1,920.00
Sec. 36, N $\frac{1}{2}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ -----	560.00
T. 8 N., R. 4 W.	
Sec. 12, SE $\frac{1}{4}$ -----	160.00
Sec. 13-----	640.00
Sec. 14, E $\frac{1}{2}$ -----	320.00
Sec. 24, N $\frac{1}{2}$, SE $\frac{1}{4}$ -----	480.00
LAND USE DISTRICT NO. 30	
T. 5 N., R. 1 E.	
Sec. 28, S $\frac{1}{2}$ S $\frac{1}{2}$ -----	160.00
Sec. 29, S $\frac{1}{2}$ SE $\frac{1}{4}$ -----	80.00
Sec. 32-----	640.00
Sec. 33, N $\frac{1}{2}$ -----	320.00
LAND USE DISTRICT NO. 6	
T. 1 N., R. 5 E.	
Sec. 1-----	647.64
Sec. 2, lots 1 and 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ -----	524.16
Sec. 3, lot 4, S $\frac{1}{2}$ -----	362.18
Sec. 4, lot 1, S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	162.14
Sec. 5, lots 1, 6, 7, 10 and 11-----	126.78
Sec. 8, SE $\frac{1}{4}$ -----	160.00
Secs. 9 to 16, inclusive-----	5,120.00

Description	Acres
T. 1 N., R. 5 E.—Continued.	
Sec. 17, N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ -----	440.00
Sec. 18, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	40.00
Sec. 19, lot 9, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ -----	304.93
Sec. 20-----	640.00
Sec. 21, N $\frac{1}{2}$ -----	320.00
Secs. 22 to 26, inclusive-----	3,260.00
Sec. 27, S $\frac{1}{2}$ -----	320.00
Sec. 29-----	640.00
Sec. 30, lot 1, E $\frac{1}{2}$ -----	337.57
Sec. 31, lots 3 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ -----	559.37
Sec. 32-----	640.00
Secs. 34, 35 and 36-----	1,820.00
T. 1 N., R. 6 E.	
All fractional township-----	13,239.37
T. 2 N., R. 5 E.	
Sec. 25, S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	120.00
Sec. 34, NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	40.00
Sec. 35, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ -----	320.00
Sec. 36, E $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$ -----	480.00
T. 2 N., R. 6 E.	
Sec. 3-----	283.04
Sec. 4, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	441.28
Sec. 5, lot 7-----	15.53
Sec. 8, lots 5 and 8-----	13.53
Sec. 9, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ -----	480.00
Sec. 10-----	233.20
Sec. 15-----	233.96
Sec. 16-----	640.00
Sec. 17, lots 5 and 8-----	25.12
Sec. 20, lots 2 and 5, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ -----	133.78
Sec. 21, SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ -----	560.00
Sec. 22-----	233.63
Sec. 27-----	235.00
Sec. 28-----	640.00
Sec. 29, lot 4, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ -----	435.51
Sec. 30, lots 9 and 10, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	280.94
Sec. 31, lots 2, 3 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ -----	597.07
Secs. 32 and 33-----	1,220.00
Sec. 34-----	287.12
T. 3 N., R. 6 E.	
Sec. 33, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	120.00
Sec. 34, lots 3 and 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ -----	144.49
LAND USE DISTRICT NO. 17	
T. 7 N., R. 1 E.	
Sec. 2, lots 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	496.60
Sec. 3, lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	370.18
Sec. 10-----	640.00
Sec. 11, S $\frac{1}{2}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ -----	600.00
T. 8 N., R. 1 E.	
Sec. 13, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ -----	480.00
Sec. 14, SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	200.00
Sec. 22, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	240.00
Sec. 23-----	640.00
Sec. 24, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ -----	320.00
Sec. 25, W $\frac{1}{2}$ -----	320.00
Sec. 26, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ -----	160.00
Sec. 27, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ -----	320.00
Sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -----	400.00
Sec. 35, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ -----	560.00
T. 8 N., R. 2 E.	
Sec. 18, lots 2, 3, and 4-----	106.26
Sec. 19, lots 1, 2 and 3-----	167.00
LAND USE DISTRICT NO. 19	
T. 7 N., R. 2 E.	
Sec. 6, lots 6 and 7, NE $\frac{1}{4}$ SW $\frac{1}{4}$ -----	112.24
Total-----	625,233.82

Whereas no part of the land use districts involved is under lease or permit to non-Indians, and
Whereas the Shoshone-Arapahoe Tribes of Indians of the Wind River

Reservation require additional grazing lands to support their expanded livestock industry, and

Whereas the Superintendent of the Wind River Reservation and the Commissioner of Indian Affairs have recommended the restoration of the undisposed-of, ceded lands located within the aforesaid land use districts.

Now, Therefore, by virtue of authority vested in the Secretary of the Interior by section 5 of the Act of July 27, 1939 (53 Stat. 1128-1130), I hereby find that restoration to tribal ownership of the lands described above, which are classified as undisposed-of, ceded lands of the Wind River Reservation, Wyoming; and which total 625,298.82 acres more or less, will be in the tribal interest, and they are hereby restored to tribal ownership for the use and benefit of the Shoshone-Arapahoe Tribes of Indians of the Wind River Reservation, Wyoming, and are added to and made a part of the existing Wind River Reservation, subject to any valid existing rights.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

APRIL 12, 1944.

[F. R. Doc. 44-11884; Filed, August 9, 1944;
10:12 a. m.]

Office of the Secretary.

BIG BEND NATIONAL PARK, TEX.

POLICE JURISDICTION ASSUMED BY U. S.

JULY 22, 1944.

GOVERNOR STEVENSON: The United States has acquired under the authority of the Act of Congress approved June 20, 1935 (49 Stat. 393, 16 U.S.C. secs. 156-158), 691,338.95 acres of land in Brewster County, Texas, for the establishment of the Big Bend National Park. The lands thus acquired by the Federal Government are more particularly described in the deed of August 26, 1943, which was recorded on September 3, 1943, in the land records of Brewster County, Texas, in volume 103, page 608, et seq., and in the deed of cession ceding jurisdiction over the lands which was executed by you as Governor of the State of Texas on December 30, 1943. A copy of the deed of cession has been filed for record in the Office of the Secretary of State of the State of Texas.

Notice is hereby given, in accordance with the provisions of the Act of Congress, approved October 9, 1940 (54 Stat. 1083, 40 U.S.C. sec. 255), that the United States accepts the cession of jurisdiction by the State of Texas and will assume police jurisdiction over the said lands, effective as of the 15th day of August 1944, at 12 m., Central Wartime. The transfer of such jurisdiction to the United States was made pursuant to section 8 of Senate bill No. 123, 46 Legislature, State of Texas, Regular Session, approved May 12, 1939, authorizing such cession in conformity with the provisions of Article 5247 of the Revised Statutes of Texas, 1925.

It is requested that you endorse the attached duplicate original of this notice of acceptance, indicating the date of its receipt, and return the same to this Department. There is enclosed for your

convenience a self-addressed envelope which requires no postage.

[SEAL] ABE FORTAS,
Acting Secretary of the Interior.

The HONORABLE COKE R. STEVENSON,
Governor of Texas,
Austin, Texas.

Enclosure 195.

Received this 26th day of July 1944,
at 4 p. m.

COKE R. STEVENSON,
Governor of Texas.

[F. R. Doc. 44-11882; Filed, August 9, 1944;
10:03 a. m.]

FEDERAL SECURITY AGENCY.

Food and Drug Administration.

[Docket No. FDC-41]

TOLERANCES FOR FLUORINE SPRAY RESIDUE ON APPLES AND PEARS

PROPOSED REGULATION

It is proposed that, by virtue of the authority vested in the Federal Security Administrator by provisions of the Federal Food, Drug, and Cosmetic Act (secs. 406, 701 (e); 52 Stat. 1046, 1055; 21 U.S.C. 346, 371 (e), 1940 ed.); the Reorganization Act of 1939 (53 Stat. 51 ff.; 5 U.S.C. 133-133v (Supp. V. 1939)); and Reorganization Plans No. I (53 Stat. 1423) and No. IV (54 Stat. 1234); and upon the basis of evidence of record at the hearing duly held pursuant to the notice issued on May 1, 1944 (9 F.R. 4654), the following order be made:

Findings of Fact

1. Fluorine is a gaseous chemical element. It and many of its compounds, among which are cryolite and other insecticides, are poisonous and deleterious substances. The fluorine in such compounds, even in small quantities, interferes with fundamental processes of living cells. Individuals vary in their susceptibility to its toxic effects. (R. pp. 81-82, 227, 230-238, 241, 244, 246-247, 250, 256-258, 259-261, 280, 317-322, 362, 369-388, 449-454, 456-458, 474, 483-486, 489, 613-614.)¹

2. When fluorine compounds are taken into the body in small amounts, most, if not all, of the fluorine is excreted, but when intake exceeds excretion storage of fluorine in the body results. When storage of fluorine occurs, injury to health may be anticipated. Fluorine is stored primarily in the bones and teeth, and its deleterious effects are most easily detected in those tissues. These effects are mottling of the enamel of the teeth, and abnormalities, including osteosclerosis, of the bones of the pelvis and the lumbar region of the spine, and of the tendinous insertions of bones. (R. pp. 237, 248-250, 259-266, 303-306, 449-454, 543-576, 709, 715-718, Govt. Ex. No. 17)

3. During their production apples and pears are subject to a number of insect pests, and different kinds of sprays are

used to control different kinds of insects. Unless the insects are controlled by sprays the fruit becomes wormy and unmarketable. The codling moth causes the greatest difficulty and requires the most spraying for effective control. (R. pp. 9-15, 44)

4. For control of the codling moth, sprays made from lead arsenate or from cryolite are the only ones that are effective and practical. To these mineral oil is commonly added and acts in part as a codling moth ovicide. In the Northwest, where a large proportion of the apple and pear crops are produced, lead arsenate and cryolite are equally effective, whether used alone or in split schedules using lead arsenate for some sprays and cryolite for others. The methods and equipment used are the same for both types of spray. There are certain disadvantages in the use of lead arsenate spray which do not accompany the use of cryolite spray. (R. pp. 10, 12-20, 24, 44, 45, 46, 48-51, 53, 54, 65, 66, 81-82, 116, 130, 134, 725-726, 775-776, 778, 782)

5. The effectiveness of spray programs depends on the completeness of coverage of the fruit with the insecticide and the amount thereof which adheres to the fruit. Complete and sufficient coverage is obtained by repeating the sprays, and by adding oil and other materials to the spray. The number of sprays required depends on the season, geographic location, local situations, the time of ripening of the fruit, and the care used in applying the spray. A spray schedule effective for apples is also effective for pears. Ordinarily from 1 to 6 sprays are required for pears and 4 to 9 sprays are required for apples. Occasionally more than 9 sprays are required for apples. (R. pp. 17, 20-22, 23-27, 41, 40, 47, 52, 75, 83-86, 744-745)

6. The amount of fluorine in spray residue remaining on apples and pears at time of harvest increases with the number of fluorine sprays used, the decreasing length of time elapsing between the last of such sprays and harvest, and the use of substances which cause greater adherence of the spray to the fruit. The proportion of fluorine remaining on apples ranges from a few milligrams per kilogram to over 50 milligrams per kilogram. It is possible, therefore, for one fruit to bear more than 7 milligrams of fluorine. (R. pp. 76-80, 82-88, 159-164, 176-179, Govt. Exs. Nos. 6 and 7)

7. The spray residue remains on the surface of the fruit and most of it can be removed by washing processes in common use in the industry. One process uses only one washing and rinsing operation. In such process dilute hydrochloric acid is used as the washing solution. This process is efficient in removing spray residues from apples and pears grown under light spray schedules. In another process two washing and rinsing operations are used. In this process the fruit is first washed in a sodium silicate or soda ash solution and then in a dilute hydrochloric acid solution. This process is efficient in removing spray residues from such fruits grown under a heavy spray schedule, or when oils and stickers are added to the spray material, or when the spraying is continued late into the growing season. In both washing processes the spray residue is removed more

¹This and all similar references are to pages of the transcript of testimony and exhibits constituting the evidence of record. The findings are based on the entire record, references being for the convenience of the reader only.

effectively when the washing solutions are heated. The heating of the solutions tends to cause injury to the fruit which increases as the heat is increased. When the solutions are not heated to over 100° Fahrenheit, the amount of injury to the fruit is not material. The washing processes for apples are at least equally effective for pears. Efficient washing usually removes spray residue to such extent that the fluorine remaining on apples and pears is about 5 milligrams or less per kilogram without risk of excessive injury to the fruit. It can be reduced in practically all lots to 7 milligrams per kilogram without such risk. (R. pp. 60-65, 66-69, 74, 75, 76, 79-80, 82-88, 109, 141-142, 143, 145-148, 151-157, 171-172, 175, Govt. Exs. Nos. 4, 5, 6, and 7, O. P. EX. No. 1)

8. Mottling from fluorine results only when intake of toxic amounts occurs during the process of growth and calcification of the teeth. In man the teeth are in the process of calcification during the first 12 years. Mottling differs greatly in degree. Very mild degrees disclose chalky white spots without translucency. As the degree of severity increases the spots are more noticeable, become stained with a brownish color, and the enamel becomes brittle and pitted. When the fluorine intake is very low teeth are produced that are less resistant to caries than teeth produced on a somewhat higher fluorine intake. However, the margin between optimum and toxic amounts is very narrow. The toxic effect of fluorine increases as the intake is increased, regardless of whether it is ingested in food or water or both. At the lower levels of fluorine intake that produce toxic effects there are no material differences in the absorption, toxicity, and storage of the fluorine of the various fluorine compounds, including cryolite. At materially higher levels the absorption and storage decrease with the decreasing solubility of such compounds. (R. pp. 266-274, 279-280, 303, 317-319, 320-327, 339-340, 351-353, 359-360, 369-371, 390, 397-403, 405-411, 416-425, 429, 430-432, 434-443, 460-461, 474-475, 481-483, 534-535, 546-556, 591-601, 604-613, 655-660, 685-687, Govt. Exs. Nos. 8, 9, 10, and 16)

9. Fluorine compounds may enter the body by ingestion in water and food and by industrial exposure. The water supplies of several million persons in the United States contain 1 part per million or more of fluorine. The areas having such water supplies are distributed widely over the country. About a half million persons live in areas where the fluorine content of the water is 5 parts per million or more. Fluorine is a natural component of many common foods, and in the process of cooking food in fluorine-bearing water some of the fluorine in the water is transferred to the food. However, the amount of fluorine added to the diet by cooking is not significant unless the fluorine content of the water is very high. Industrial exposure is to mists, dusts, and fumes containing fluorine. A substantial number of persons are subjected to such exposure. The exposure of some of these persons is such that they are storing fluorine. The record does not show in what proportion of those exposed storage

is occurring. (R. pp. 201-207, 209-210, 229-230, 303, 331-335, 358, 411-415, 443-446, 449, 471, 503-505, 528-534, 671-675, 675-680, 713-714, Govt. Exs. Nos. 11, 13, and 14)

10. When children ingest a sufficient amount of fluorine during the critical age period mottling results. The amount of drinking water ordinarily consumed by children during this period ranges from 390 cubic centimeters to 1,600 cubic centimeters per day. Such mottling occurs when the drinking water contains 1 part per million of fluorine or more. The ordinary adult daily diet, when the fluorine content of the water used in cooking is 0.3 part per million or less, contains approximately 0.5 milligram and not more than 1 milligram of fluorine. It is probable, therefore, that mottling of the enamel of the teeth results from a daily ingestion of somewhat less than 2 milligrams of fluorine per day. (R. pp. 329-331, 337, 359-360, 363-364, 411-415, 503-505, 520-528, 531-532, 533-534, 675-676, Govt. Exs. Nos. 12, 13, and 14)

11. The amount of apples and pears eaten as fresh fruit varies with the individual consumer and season of the year. Many persons consume few or no apples or pears, and some consume many. Apples vary in size, but ordinarily weigh from $\frac{1}{4}$ to $\frac{1}{10}$ of a kilogram each. The record does not disclose the proportions of apples and pears that are peeled before consumption. (R. pp. 501-503, 620-644, Govt. Ex. No. 15)

12. Whether the toxicity of fluorine to man is affected by or affects the toxicity of other substances is not known. Fluorine is rendered more toxic to rats by desiccated thyroid and the thyrotropic hormone of the anterior pituitary gland, and its toxicity is additive to that of cadmium. There is some industrial and consumer exposure to cadmium. (R. pp. 210-212, 475-481)

Conclusions

1. Fluorine and many of its compounds, including those used as insecticides for apples and pears, are poisonous and deleterious substances.

2. The addition of fluorine-containing sprays to apples and pears is required in the production of a large proportion of such fruits and residues thereof are unavoidable.

3. With efficient spraying and the efficient use of the washing processes so far developed it is not practicable to reduce the fluorine remaining as such residue on apples and pears below 7 milligrams per kilogram of fruit.

4. A considerable portion of the population is exposed to quantities of fluorine compounds that are toxic or near-toxic and any added amount of fluorine increases the hazard or degree of injury to which they are subjected. It is necessary for the protection of public health that the fluorine remaining as insecticidal residue on apples and pears shall be as low as is practicable.

Proposed Regulation

§ 120.1 *Limit for the quantity of fluorine remaining as insecticidal residue on apples and pears.* The quantity of fluorine remaining as insecticidal residue on apples and pears is hereby limited to not more than 7 milligrams of fluo-

rine, calculated as F, per kilogram of each such fruit.

Any interested person whose appearance was filed at the hearing may, within 30 days from the date of publication of this proposed order in the FEDERAL REGISTER, file with the Hearing Clerk of the Federal Security Agency, Office of the Assistant General Counsel, Room 4148, South Building, 12th Street and Independence Avenue SW., Washington, D. C., written exceptions thereto. Exceptions shall point out with particularity the alleged errors in the proposed order, and shall contain specific references to the pages of the transcript of the testimony or to the exhibits on which each exception is based. Such exceptions may be accompanied with a memorandum or brief in support thereof. Exceptions and accompanying memoranda or briefs should be submitted in quintuplicate.

Dated: August 4, 1944.

[SEAL] WATSON B. MILLER,
Acting Administrator.

[F. R. Doc. 44-11833; Filed, August 9, 1944;
10:33 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

DOROTHY KRETS LEHMANN

ORDER FOR AND NOTICE OF HEARING

Whereas, by Vesting Order No. 29 of June 18, 1942, (7 F. R. 4633) the Alien Property Custodian vested 1,225 shares of the common stock of J. M. Lehmann Company, Inc., a New York corporation, registered in the name of Franz B. Lehmann as property of nationals of a foreign country designated in Executive Order No. 8389, as amended; and

Whereas, Dorothy Krets Lehmann has filed a notice of claim, No. 398, which asserts that she is a citizen and resident of the United States and that she has an interest in and a lien on the aforesaid 1,225 shares of the common stock of J. M. Lehmann Company, Inc., so vested.

Now therefore, *It is ordered*, Pursuant to the regulations heretofore issued by the Alien Property Custodian, as amended, (8 F. R. 16709), that a hearing on said claim be held before the Vested Property Claims Committee or any member or members thereof on Wednesday, August 23, 1944, at 10:00 a. m. eastern war time, at the Office of Alien Property Custodian, National Press Building, 14th and F Streets, N. W., Washington, D. C., to continue thereafter at such time and place as the Committee may determine. *It is further ordered*, That copies of this notice of hearing be served by registered mail upon the claimant and upon the person designated in paragraph 2 of the said notice of claim, and be filed with the Division of the Federal Register.

Any person desiring to be heard either in support of or in opposition to the claim may appear at the hearing, and is requested to notify the Vested Property Claims Committee, Office of Alien Property Custodian, National Press Building, 14th and F Streets N.W., Washington (25), D. C., on or before August 19, 1944.

The foregoing characterization of the claim is for information purposes only, and shall not be construed to constitute

an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claim. Copies of the claim and of the said vesting order are available for public inspection at the address last above stated.

By authority of the Alien Property Custodian.

[SEAL] VESTED PROPERTY CLAIMS,
COMMITTEE,
JOHN C. FITZGERALD,
Chairman.

AUGUST 8, 1944.

[F. R. Doc. 44-11907; Filed August 9, 1944;
11:38 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 6A-19, Amdt. 1]
COMMON CARRIERS

COORDINATED OPERATIONS IN GREATER
KANSAS CITY, KANS. AND MO.

Upon consideration of a petition for the amendment of Appendix 2 to Supplementary Order ODT 6A-19, filed with the Office of Defense Transportation, and good cause appearing therefor, it is hereby ordered, that paragraphs 2 and 3 of Appendix 2 thereto be, and they are hereby, amended to read as follows:

2. *Area affected.* This plan shall be effective within the corporate limits of Kansas City and North Kansas City in Missouri, and Kansas City in Kansas. In addition thereto, the plan shall be made operative between the three named cities and such points in the suburban territory thereof insofar as it becomes possible to pool the movements of commodities by carriers operating regularly between points over established routes or territories: The suburban territory shall be the Kansas City Commercial Zone, as defined by the Interstate Commerce Commission in *Kansas City, Mo.-Kansas City, Kans., Commercial Zone*, 31 M. C. C. 5.

3. *Contemplated action.* In order to achieve further utilization of their transportation facilities, the carriers, parties hereto, shall place in effect the following plan of joint action for the purpose of handling all surplus tonnage and all unallocated freight except as provided in paragraph (c) with respect to collection and delivery service for the railroads and highway carriers and general call-and-demand service within that area defined in paragraph 2 of this plan. "Surplus tonnage" shall be defined to mean any tonnage that cannot be handled by any carrier from or to any railroad depot on the day in which the order for its movement is placed: *And provided further*, Such shipment is available prior to 12 noon of the day originated. Any other tonnage may be registered for handling by the Central Clearing Office.

(a) For the purpose of administering the provisions of this Joint Action Plan a Central Clearing Office shall be established at 405 Waittower Building. The cost of operating such Central Clearing Office shall be borne by the members participating in the plan on a pro-rata basis per truck operated.

(b) When any carrier shall by reason of any regular service to a shipper, file

a routing order with the Central Clearing Office on such shipper, the Central Clearing Office shall honor such order and shall assign such transportation from or to such shipper's place of business to the carrier who filed the routing order.

(c) Where no such routing order has been filed with the Central Clearing Office on a shipper, or where any shipper shall cancel his routing order, then such business hauled from or to such shipper shall be handled by the carrier who shall be assigned to cover the territory in which shipment originates or to which such shipment is destined: *Provided*, That, (1) this paragraph (c) shall not be construed so as to guarantee any carrier the exclusive handling of merchandise originating within or destined to any territory and (2) that this paragraph (c) shall allow any shipper or railroad to designate two or more carriers to service the same shipper or railroad when practicable.

(d) Territories shall be allocated, insofar as possible, to reduce waste in operation. Upon assignment of a given territory to a carrier, such carrier shall be required to service within a reasonable time, such territory with respect to reported "surplus tonnage" originating within such zone or destined thereto and all unallocated freight except as provided in paragraph (c). A reasonable time shall be construed to mean not more than 24 hours for any shipment to or from any point within Kansas City or North Kansas City, Missouri, or Kansas City, Kansas, except points south of 48th Street in Kansas City, Missouri, where an additional 24 hours may be allowed for the handling of such traffic.

(e) Due to changes in conditions territories may be changed, for good cause, from time to time with the consent of the members participating in this plan. The initial territorial allotment of each of the participants to this plan shall be as shown on the map attached hereto.

(f) It shall be the duty of the Central Clearing Office to assign equipment to handle all "surplus tonnage" and it shall be the duty of every member to register all known "surplus tonnage" with the Central Clearing Office.

This Amendment 1 shall become effective August 9, 1944.

Issued at Washington, D. C., this 9th day of August 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44-11889; Filed, August 9, 1944;
10:40 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[RMFR 165, Amdt. 1 to Order 18]

LAUNDRY AND DRY CLEANING SERVICES
ADJUSTMENT OF MAXIMUM PRICES

An opinion involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

The first sentence of paragraph (a) is amended by changing the words "sellers of laundry service" to read "sellers of laundry or dry cleaning service",

This amendment shall become effective August 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11850; Filed, August 8, 1944;
4:10 p. m.]

[Administrative Notice 4]

NOTICE TO GROWERS OF PROPOSED MAXIMUM PRICES FOR CABBAGE

Pursuant to the provisions of the Emergency Price Control Act of 1942, as amended, the Price Administrator hereby gives notice to growers of cabbage of the maximum prices he proposes to establish for cabbage:

F. o. b. shipping point price¹ of \$55 per ton for the months of December through April; \$50 per ton for the months of May through August; and \$44 per ton for the months of September through November.

The prices named include all costs of harvesting, hauling, packing and inspection, and no additional charge may be made for containers or for any other materials furnished or services rendered. For sales in bulk the prices will be $\frac{1}{10}$ of a cent less per pound than the named prices.

No person who does not pack and ship cabbage and who does not regularly operate a packing and shipping plant for that commodity, will be permitted to purchase acreage at a price which, after the cost of harvesting, hauling, packing and inspection, have been added, results in a price higher than the maximum price f. o. b. shipping point.

The above prices will be incorporated in an amendment having substantially the same form as Appendix H of Maximum Price Regulation No. 426, except that for each major producing area of cabbage a maximum price for f. o. b. shipping point sales will be provided.

However, for the periods between December through May, the Price Administrator, in addition, may name basing points, for sales delivered to wholesale receiving points, in any one or more of the following states, namely, California, Florida, Texas and Mississippi.

As in Appendix H of Maximum Price Regulation No. 426, maximum prices for sales delivered to wholesale receiving points will be the applicable shipping point price plus freight from the shipping point and plus protective services: *Provided, however*, That if the Price Administrator names basing points, the maximum prices will be the applicable shipping point price plus freight from the particular named basing point and plus protective services.

Issued this 9th day of August 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-11891; Filed, August 9, 1944;
11:14 a. m.]

¹ "Shipping point" means the place in or near the producing area where the cabbage being priced is prepared for shipment and first loaded on cars for rail shipment or on trucks for truck shipment. Prices established for shipping points are not grower ceiling prices unless the grower is the shipper.

Regional and District Office Orders.

[Region I Supp. Order 8 Under RMPR 122, Amdt. 1]

SOLID FUELS IN BOSTON REGION

Amendment No. 1 to Supplementary Order No. 8 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Changes in prices for Pennsylvania anthracite in certain area price orders.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, Region 1 Supplementary Order No. 8 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. The provisions for "Legitts Creek or Black Stork", "East Bear Ridge" and "Dial Rock" in paragraph (c) are amended to read as follows:

Kind and size	Amount of addition			
	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Legitts Creek or Black Stork:				
Broken, egg, stove, chestnut and pea	\$0.65	\$0.35	\$0.15	None
Buckwheat	.50	.25	.15	None
Rice	.10	.05	None	None
East Bear Ridge:				
Broken, egg, stove, chestnut, pea, buckwheat and rice	.25	.15	.05	None
Barley	.15	.10	None	None
Dial Rock:				
Broken, egg, stove, chestnut, pea, buckwheat and rice	.25	.15	.05	None

2. The following is added to the list of orders in paragraph (d):

Order Number	Area	Paragraph
Subparagraph (3) of paragraph (c) of G-70 (Appendix 3).	Pittsfield, Mass.	(f).

This Amendment No. 1 shall become effective August 10, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 2d day of August 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-11807; Filed, August 7, 1944; 1:18 p. m.]

[Nashville Order G-1 Under Gen. Order. 50, Amdt. 1]

MALT AND CEREAL BEVERAGES IN NASHVILLE, TENN., AREA

Amendment No. 1 to District Order No. G-1 under General Order No. 50. Maximum prices for malt and cereal beverages.

For the reasons set forth in opinion issued simultaneously herewith, and under the authority vested in the District Director of the Nashville District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV, Revised Delegation Order No. 17, issued May 5, 1944, Amendment 1 to District Order No. G-1 under General Order No. 50 is hereby issued.

In Appendix A of District Order No. G-1, the items set forth below are amended to read as follows:

APPENDIX A
(As Amended)
GROUP 1B

Brand or trade name	Maximum price per bottle	
	12-ounce	32-ounce
Carta Blanca-Mexican Beer	Cents 33	Cents 23
Doran's Export Beer and Ale	33	23
Ballantine Ale	33	23
Barbarossa Beer	33	23
Budweiser Beer	33	23
Embassy Club Beer	33	23
Millers Hi-Life Beer	33	23
Pabst Blue Ribbon Beer	33	23
Red Top Ale	33	23
Schlitz Beer	33	23
All other brands not listed above	33	23
Draught beer	63	
6-ounce glass	19	
8-ounce glass	19	
10-ounce glass	12	
12-ounce glass	14	
14-ounce glass	15	
16-ounce glass	15	
Any other ounce than listed shall be 0.0134 per ounce.	15	

GROUP 2B

Brand or trade name	Cents	
	12-ounce	32-ounce
Carta Blanca-Mexican Beer	29	39
Doran's Export Beer and Ale	29	39
Ballantine Ale	29	45
Barbarossa Beer	29	45
Budweiser Beer	29	45
Embassy Club Beer	29	45
Millers Hi-Life Beer	29	45
Pabst Blue Ribbon Beer	29	45
Red Top Ale	29	45
Schlitz Beer	29	45
All other brands not listed above	15	35
Draught beer	6	
6-ounce glass	8	
8-ounce glass	8	
10-ounce glass	19	
12-ounce glass	19	
14-ounce glass	14	
16-ounce glass	16	
Any other ounce than listed shall be .01 per ounce.	16	

GROUP 3B

Brand or trade name	Cents	
	12-ounce	32-ounce
Carta Blanca-Mexican Beer	27	45
Doran's Export Beer and Ale	27	45
Ballantine Ale	17	49
Barbarossa Beer	17	49
Budweiser Beer	17	49
Embassy Club Beer	17	49
Millers Hi-Life Beer	17	49
Pabst Blue Ribbon Beer	17	49
Red Top Ale	17	49
Schlitz Beer	17	49
All other brands not listed above	12	39
Draught beer	63	
6-ounce glass	19	
8-ounce glass	19	
10-ounce glass	12	
12-ounce glass	14	
14-ounce glass	15	
16-ounce glass	15	
Any other ounce than listed shall be 0.01 per ounce.	15	

Sellers who are required to pay a Federal Excise Tax on cabs are may add same to above price if such tax is separately stated and collected.

This amendment shall become effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order 50, 8 F.R. 4808)

Issued at Nashville, Tennessee, this 22d day of June 1944.

SAM M. BONEY,
District Director.

[F. R. Doc. 44-11819; Filed, August 7, 1944; 1:21 p. m.]

[Nashville Order G-1 Under Gen. Order 50, Amdt. 2]

MALT AND CEREAL BEVERAGES IN NASHVILLE, TENN., AREA

Amendment No. 2 to District Order No. G-1 under General Order No. 50. Maximum prices for malt and cereal beverages.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Nashville District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV, Revised Delegation Order No. 17, issued May 5, 1944, Amendment 2 to District Order No. G-1 under General Order No. 50 is hereby issued.

In appendix of District Order No. G-1, the items set forth below are amended to read as follows:

APPENDIX A
(As Amended)

GROUP 1B

Brand or trade name	Maximum price per bottle	
	12-ounce	32-ounce
Carta Blanca-Mexican Beer	Cents 33	Cents 23
Doran's Export Beer and Ale	33	23
Art & Art Brew	33	23
Ballantine Ale	33	23
Barbarossa Beer	33	23
Brucks Pabst Ale	33	23
Buckingham Ale	33	23
Budweiser Beer	33	23
Embassy Club Beer	33	23
Millers Hi-Life Beer	33	23
Pabst Blue Ribbon Beer	33	23
Red Top Ale	33	23
Schlitz Beer	33	23
All other brands not listed above	33	23
Draught beer	63	
6-ounce glass	19	
8-ounce glass	19	
10-ounce glass	12	
12-ounce glass	14	
14-ounce glass	15	
16-ounce glass	15	
Any other ounce than listed shall be .0134 per ounce, except Mitchell's Beer, which shall have a maximum price of 1.6¢ per ounce for any size.	15	

GROUP 2B

Brand or trade name	Cents	
	12-ounce	32-ounce
Carta Blanca-Mexican Beer	29	39
Doran's Export Beer and Ale	29	39
Art & Art Brew	29	45
Ballantine Ale	29	45
Barbarossa Beer	29	45
Brucks Pabst Ale	29	45
Buckingham Ale	29	45
Budweiser Beer	29	45
Embassy Club Beer	29	45
Millers Hi-Life Beer	29	45

GROUP 2B—Continued

Brand or trade name	Maximum price per bottle	
	12-ounce	32-ounce
	Cents	Cen
Pabst Blue Ribbon Beer.....	20	45
Red Top Ale.....	20	45
Schlitz Beer.....	20	45
All other brands not listed above.....	15	35
Draught beer:		
6-ounce glass.....	06	
8-ounce glass.....	08	
10-ounce glass.....	10	
12-ounce glass.....	12	
14-ounce glass.....	14	
16-ounce glass.....	16	
Any other ounce than listed shall be 1¢ per ounce, except Michelob Beer, which shall have a maximum price of 1.4¢ per ounce for any size.		

GROUP 3B

Brand or trade name	Cents	
	Cents	Cents
Carta Blanca—Mexican Beer.....	27	45
Doran's Export Beer and Ale.....	27	45
Arf & Arf Brew.....	17	40
Ballantine Ale.....	17	40
Barbarossa Beer.....	17	40
Brucks Pale Ale.....	17	40
Buckingham Ale.....	17	40
Budweiser Beer.....	17	40
Embassy Club Beer.....	17	40
Millers Hi-Life Beer.....	17	40
Pabst Blue Ribbon Beer.....	17	40
Red Top Ale.....	17	40
Schlitz Beer.....	17	40
All other brands not listed above.....	12	30
Draught beer:		
6-ounce glass.....	06	
8-ounce glass.....	08	
10-ounce glass.....	10	
12-ounce glass.....	12	
14-ounce glass.....	14	
16-ounce glass.....	16	
Any other ounce than listed shall be 1¢ per ounce for any size.		

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

This amendment shall become effective July 14, 1944.

(56 Stat. 23, 765, 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; R.G.O. 51, 9 F.R. 4808)

Issued at Nashville, Tennessee, this 13th day of July 1944.

SAM M. BONEY,
District Director.

[F. R. Doc. 44-11820; Filed, August 7, 1944; 1:21 p. m.]

[Jackson Order G-1 Under Gen. Order 50, Amdt. 3]

MALT AND CEREAL BEVERAGES IN MISSISSIPPI

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Jackson (Mississippi) District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17, this Amendment 3 to Order No. G-1, issued by the Jackson (Mississippi) District Office of the Office of Price Administration under General Order No. 50, is hereby issued.

(a) Appendix A, as amended, is hereby amended so that the same shall read as follows:

APPENDIX A

GROUP 1B

Brand or trade name	Maximum price per bottle		
	7-ounce	12-ounce	32-ounce
	Cents	Cents	Cents
Barbarossa Beer.....	25	51	51
Birk's Trophy Beer.....	25	51	51
Budweiser Beer.....	25	51	51
Burger Brau Beer.....	25	51	51
Canadian Ace Beer.....	25	51	51
Downs ARF & ARF Beer.....	25	51	51
Embassy Club Beer.....	25	51	51
Gold Coast Beer.....	25	51	51
Gold Label Beer (Frontier Brewery).....	25	51	51
Pabst Blue Ribbon Beer.....	25	51	51
Sepp'l Brau Beer.....	25	51	51
Schlitz Beer.....	25	51	51
Silver Fox Beer.....	25	51	51
Silver Fox Deluxe Beer.....	25	51	51
Van Wyck Beer.....	25	51	51
Ziegler's 620 Beer.....	25	51	51
Ballantine Ale.....	25	51	51
Carling's Red Cap Ale.....	25	51	51
Carta Blanca (Mexican Beer).....	35		
Downs Special Lager Beer (7 oz. bottles only).....	18		
All Other Brands of beer and ale not listed above (including all bottles without labels).....		20	46
Draught beer:			
8 ounce glass.....		09	
10 ounce glass.....		11	
12 ounce glass.....		13	
14 ounce glass.....		15	
16 ounce glass.....		17	

Sellers who are required to pay a Federal excise tax on cabarets may add same to above price if such tax is separately stated and collected. All sellers may add to above price the Mississippi sales tax, if separately stated and collected. Only the exact amount of the tax may be added. To illustrate, only 5 mills (or tokens) may be added to a maximum listed price of 25¢, one cent or 10 mills (tokens) may be added to the listed maximum price of 51¢.

All sellers who are required to, and pay the Mississippi "black market" tax of 10% levied on commodities, the sales of which are prohibited by law, as provided by House Bill No. 892, enacted by the Legislature of the State of Mississippi at the regular 1944 session thereof, may add same to the maximum price listed above, if separately stated and collected.

GROUP 2B

Brand or trade name	Maximum price per bottle		
	7 ounce	12 ounce	32 ounce
	Cents	Cents	Cents
Barbarossa Beer.....	21	47	47
Birk's Trophy Beer.....	21	47	47
Budweiser Beer.....	21	47	47
Burger Brau Beer.....	21	47	47
Canadian Ace Beer.....	21	47	47
Downs ARF & ARF Beer.....	21	47	47
Embassy Club Beer.....	21	47	47
Gold Coast Beer.....	21	47	47
Gold Label Beer (Frontier Brewery).....	21	47	47
Pabst Blue Ribbon Beer.....	21	47	47
Sepp'l Brau Beer.....	21	47	47
Schlitz Beer.....	21	47	47
Silver Fox Beer.....	21	47	47
Silver Fox De Luxe Beer.....	21	47	47
Van Wyck Beer.....	21	47	47
Ziegler's 620.....	21	47	47
Ballantine Ale.....	21	47	47
Carling's Red Cap Ale.....	21	47	47
Carta Blanca (Mexican Beer).....	32		
Downs Special Lager Beer (7-oz. bottles only).....	14		
All other brands of beer and ale not listed above (including all bottles without labels).....		16	41
Draught beer:			
8 ounce glass.....		08	
10 ounce glass.....		10	
12 ounce glass.....		12	
14 ounce glass.....		14	
16 ounce glass.....		16	

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected. All sellers may add to above price the Mississippi sales tax, if separately stated and collected. Only the exact amount of the tax may be added. To illustrate, only 4 mills (or tokens) may be added to a maximum listed price of 21¢; 9 mills (tokens) may be added to the listed maximum price of 47¢.

All sellers who are required to, and pay the Mississippi "black market" tax of 10% levied on commodities, the sales of which are prohibited by law, as provided by House Bill No. 892, enacted by the Legislature of the State of Mississippi at the regular 1944 session thereof, may add same to the maximum price listed above, if separately stated and collected.

GROUP 3B

Brand or trade name	Maximum price per bottle		
	7 ounce	12 ounce	32 ounce
	Cents	Cents	Cents
Barbarossa Beer.....	20	42	42
Birk's Trophy Beer.....	20	42	42
Budweiser Beer.....	20	42	42
Burger Brau Beer.....	20	42	42
Canadian Ace Beer.....	20	42	42
Downs ARF & ARF Beer.....	20	42	42
Embassy Club Beer.....	20	42	42
Gold Coast Beer.....	20	42	42
Gold Label Beer (Frontier Brewery).....	20	42	42
Pabst Blue Ribbon Beer.....	20	42	42
Sepp'l Brau Beer.....	20	42	42
Schlitz Beer.....	20	42	42
Silver Fox Beer.....	20	42	42
Silver Fox De Luxe Beer.....	20	42	42
Van Wyck Beer.....	20	42	42
Ziegler's 620 Beer.....	20	42	42
Ballantine ale.....	20	42	42
Carling's Red Cap ale.....	20	42	42
Carta Blanca (Mexican beer).....	30		
Downs Special Lager beer (7-oz. bottles only).....	13		
All other brands of beer and ale not listed above (including all bottles without labels).....		16	37
Draught beer:			
8-ounce glass.....		09	
10-ounce glass.....		10	
12-ounce glass.....		12	
14-ounce glass.....		14	
16-ounce glass.....		16	

Sellers who are required to pay a Federal excise tax on cabarets may add same to above price if such tax is separately stated and collected. All sellers may add to above price the Mississippi sales tax, if separately stated and collected. Only the exact amount of the tax may be added. To illustrate, only 4 mills (or tokens) may be added to a maximum listed price of 20¢; 8 mills (tokens) may be added to the listed maximum price of 42¢.

All sellers who are required to, and pay the Mississippi "black market" tax of 10% levied on commodities, the sales of which are prohibited by law, as provided by House Bill No. 892, enacted by the Legislature of the State of Mississippi at the regular 1944 session thereof, may add same to the maximum price listed above, if separately stated and collected.

Effective date. This amendment becomes effective on and after July 28, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order 50, 8 F.R. 4808)

Issued this 27th day of July 1944.

WILLIAM E. HOLCOMB,
District Director.

[F. R. Doc. 44-11823; Filed, August 7, 1944; 1:21 p. m.]

[Savannah Order G-1 Under Gen. Order 50]
MALT AND CEREAL BEVERAGES IN SAVANNAH,
GA., AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Savannah District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17, issued May 5, 1944. It is hereby ordered:

SECTION 1. Purpose of order. It is the purpose of this order to establish specific maximum prices for malt and cereal beverages including those commonly known as ale, beer and near-beer, either in containers or on draught when sold or offered for sale at retail by any eating, or drinking establishment, either for consumption on the premises or when carried away.

Sec. 2. Geographical applicability. The provisions of this order extend to all eating and drinking places or establishments located within the limits of the following named counties of the State of Georgia: Appling, Atkinson, Bacon, Baker, Ben Hill, Berrien, Brantley, Brooks, Bryan, Bulloch, Burke, Calhoun, Camden, Candler, Charlton, Chatham, Clay, Clinch, Coffee, Colquitt, Columbia, Cook, Decatur, Dougherty, Early, Echols, Effingham, Emanuel, Evans, Glascock, Glynn, Grady, Irwin, Jeff Davis, Jefferson, Jenkins, Liberty, Lanier, Long, Lowndes, McDuffie, McIntosh, Miller, Mitchell, Montgomery, Pierce, Richmond, Screven, Seminole, Tattnall, Telfair, Tift, Thomas, Toombs, Treutlen, Turner, Ware, Warren, Wayne, Wheeler and Worth.

Sec. 3. Ceiling prices. (a) On and after June 15, 1944, if you operate an eating or drinking establishment, you may not sell or offer for sale any beverage subject to this order at prices higher than the applicable ceiling prices listed in Appendix A hereof. You may, of course, charge lower prices at any time.

(b) If you sell any beverage subject to this order which is not specifically listed in Appendix A hereof, and if you believe that the maximum price specified under the applicable heading "All other brands not listed above" is not appropriate to such beverage, you may make application to the Savannah District Office of the Office of Price Administration requesting that such beverage be specifically included in Appendix A hereof. With or without such application the Savannah District Office of the Office of Price Administration may, at any time and from time to time, add new or unlisted beverages, brands, types or sizes, together with maximum prices for same to the lists set forth in appendix hereof.

(c) You may not add any taxes to your ceiling prices set forth in Appendix A hereof except those specifically provided therein, as all other taxes were taken into consideration in establishing the ceiling prices for each group, as set forth in Appendix A.

Sec. 4. How to figure your ceiling prices.

(a) This order divides eating and drinking establishments into three different

groups and gives each group a different ceiling price. The group to which you belong depends on your legal ceiling prices in effect during the base period of April 4-10, 1943. You must figure the group to which you belong on the basis of your correct legal ceiling prices for that period.

(b) The group to which you belong depends on your legal ceiling prices for the beverages subject to this order in effect during the base period of April 4-10, 1943. If your legal ceiling prices for various brands and types of beverages subject to this order vary so that your ceiling prices on some brands or types seem to place you in one particular group and ceiling prices on others seem to classify you into a different group, you must classify yourself into the particular group representative of the prices at which the greater number of your sales were made. You must figure the group to which you belong as follows:

(1) **Group 1-B.** Your establishment belongs to Group 1-B if during the base period of April 4-10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 1-B establishments.

(2) **Group 2-B.** Your establishment belongs to Group 2-B if during the base period of April 4-10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 2-B establishments, but were less than those provided in Appendix A hereof for Group 1-B establishments.

(3) **Group 3-B.** Your establishment belongs to Group 3-B if during the base period of April 4-10, 1943 your legally established ceiling prices for beverages subject to this order were less than the prices listed in Appendix A hereof for Group 2-B establishments. All establishments not in operation during the base period of April 4-10, 1943 also belong to Group 3-B.

(c) If your eating or drinking establishment was not in operation during the base period of April 4-10, 1943, and, if the nearest similar eating or drinking establishment of the same type is one which is properly classified in Group 1-B or Group 2-B, you may file an application with the Savannah District Office of the Office of Price Administration requesting that your establishment be reclassified into the same group to which its nearest similar eating or drinking establishment of the same type belongs. Until your application is acted upon and your establishment is reclassified, it must retain the classification of a Group 3-B seller, and must observe the ceiling prices as provided for that Group in Appendix A hereof. All such applications for reclassification must contain the following information:

(1) Name and address of the establishment and of its owner or owners.

(2) A description of the establishment showing its type (such as night club, hotel, restaurant, tavern) and the date it began operating.

(3) The selling prices by brand name of all beverages sold since the beginning of its operation.

(4) The names of the three nearest eating and drinking establishments of the same type, and their group number as determined under this order.

(5) Any other information pertinent to such application, or which may be requested by the Office of Price Administration.

Sec. 5. Filing with War Price and Rationing Board. When you have figured your proper group under section 4 above, you must, on or before July 1, 1944, file with your War Price and Rationing Board a signed statement with name and address of your establishment, its type (such as night club, hotel, restaurant, tavern) and the group to which it belongs. Thereupon the War Price and Rationing Board will send you a card bearing your group number.

Sec. 6. Modification of prices. After you have determined your group and have put into effect the ceiling prices provided in this order for that group, the Office of Price Administration District Director for the District in which your establishment is located may direct you to charge lower ceiling prices:

(a) If, on the basis of your April 4-10, 1943 legal ceiling prices, this order, properly applied, requires you to be placed into a group with lower ceiling prices.

(b) If as a result of speculative, unwarranted, or abnormal increases, contrary to the purpose of the Emergency Price Control Act, as amended, your legal ceiling prices on April 4-10, 1943, were excessive in relation to the legal ceiling prices of other comparable establishments in the District.

Sec. 7. Exempt sales. The following sales are exempt from the operation of this order. However, unless they are otherwise exempt from price control, they shall remain subject to the appropriate maximum price regulation or order:

(a) Sales by persons on board common carriers (when operated as such), including railroad dining cars, club cars, bar cars, and buffet cars, or sales otherwise governed by Restaurant Maximum Price Regulation 1 (Dining Car Regulation).

(b) Sales by public and private hospitals insofar as they serve to patients.

(c) Sales by eating cooperatives formed by members of the Armed Forces (as, for example, officers' mess) operated as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual) which sells food items or meals on a cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to members of the Armed Forces who are members of the cooperative.

(d) Sales where the beverages subject to this order are included in, and sold as part of, a meal and where the price of such beverage is included in the price of the meals. (Such sales remain under Restaurant Maximum Price Regulation 4-1).

(e) Sales by the War Department or the Department of Navy of the United States through such Departments' sales stores, including commissaries, ships' stores ashore, and by stores operated as army canteens, post exchanges, or ships' activities.

(f) Bona fide private clubs insofar as such clubs sell only to members or bona fide guest of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking establishment and subject to this order. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and unless it is otherwise operated as a private club.

No club organized after the effective date of this order shall be exempt unless and until it has filed a request for exemption with the District Office of the Office of Price Administration of the area in which it is located, furnishing such information as may be required, and has received a communication from such office authorizing exemption as a private club.

Sec. 8. Evasion. If you are an operator of eating or drinking establishment you must not evade the ceiling prices established by this order by any type of scheme or device; among other things (this is not an attempt to list all evasive practices) you must not:

(a) Institute any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not have in effect on any corresponding day during the seven-day period from April 4, 1943 to April 10, 1943, or

(b) Increase any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did have in effect on any corresponding day during the seven-day period from April 4 to April 10, 1943, or

(c) Require as a condition of sale of a beverage the purchase of other items or meals.

Sec. 9. Records and menus. If you are an operator of an eating or drinking establishment subject to this order you must observe the requirements of General Order 50, as well as Restaurant Maximum Price Regulation No. 4-1, either as revised and amended or as may be revised and amended, with reference to the filing and keeping of menus and the preservation and keeping of customary and future records. Among other provisions of General Order No. 50, are the following:

(a) Preserve all existing records relating to prices, cost and sales of food items, meals and beverages;

(b) Continue to prepare and maintain such records as have been ordinarily kept;

(c) Keep for examination by the Office of Price Administration two copies of

each menu used by the establishment each day, or a daily record in duplicate of the prices charged for food items, beverages and meals. If the establishment has customarily used menus, it must continue to do so.

Sec. 10. Posting of prices. If you are an operator of an eating and drinking establishment you must post and keep posted, the ceiling prices of the beverages subject to this order sold by your establishment, either by:

(a) Supplying the customers menus or bills of fare showing the beverages subject to this order which are sold by the establishment; and showing the brand name, quantity and ceiling price of each kind and type of bottled beverage, and the quantity and ceiling price of all beverages sold on draught,

(b) Posting a sign giving the same information as required on menus or bills of fare by subparagraph (a) above. Such a sign must be posted in the establishment at a place where it can easily be read by the customers. If you prefer you may use a similar sign furnished by the Office of Price Administration.

Sec. 11. Posting of group number. If you operate an eating or drinking establishment selling at retail beverages subject to this order you must post, and keep posted, in the premises a card clearly visible to purchasers showing the group number of your establishment as classified under this order. The card must read "OPA 1-B", "OPA 2-B" or "OPA 3-B", whichever is applicable. You may use the card furnished you for this purpose by the War Price and Rationing Board.

Sec. 12. Receipts and sales slips. Regardless of whether or not receipts have customarily been issued, upon request by any customer at the time of payment, a receipt containing a full description of the beverage sold and the price of same must be issued. Such receipts must show the date of issue and bear the signature of the person issuing same.

If you have customarily issued receipt or sales slips, you may not now discontinue the practice.

Sec. 13. Operation of several places. If you own or operate more than one place selling beverages subject to this order you must do everything required by this regulation for each place separately.

Sec. 14. Enforcement. If you violate any provision of this regulation you are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

Sec. 15. Licensing. The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. If you are a seller subject to this order your license may be suspended for violation of the license or of the order. If your license is suspended you may not, during the period of suspension, make any sale for which your license has been suspended.

Sec. 16. Relations to other maximum price regulations. This order supersedes

the provisions of Maximum Price Regulation No. 259 and the General Maximum Price Regulation insofar as such provisions were applicable to sales at retail by eating and drinking establishments of beverages subject to this order. Sales of beverages subject to this order when sold as part of a meal and when the price of same is included in the meal remain subject to the provisions of Restaurant Maximum Price Regulation 4-1.

Sec. 17. Definitions. (a) "Malt beverage" is any malt beverage produced either within or without the Continental United States, and includes those commonly designed as beer, lager beer, ale, porter and stout.

(b) "Cereal beverage" is any beverage produced from cereals either within or without the Continental United States and commonly known as "near-beer".

(c) "On draught" means dispensed by a seller at retail from any container of $\frac{1}{2}$ barrel or larger size.

(d) "Person" includes any individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(e) "Sales at retail" or "selling at retail" means a sale or selling to an ultimate consumer other than an industrial or commercial user.

(f) "Eating or drinking establishment" shall include any place, establishment or location, whether temporary or permanent, in which any prepared food item or meal, or any beverage is sold for immediate consumption on the premises or to be carried away without substantial change in form or substance. However, grocery and other stores that do not sell food items or meals, or beverages for immediate consumption on the premises are specifically excluded from this definition.

(g) "Other definitions". Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and in § 1499.20 of the General Maximum Price Regulation, shall apply to the other terms used herein.

Sec. 18. Petitions for amendment. Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petition for amendment must be filed in pursuance of the provisions of Revised Procedural Regulation No. 1, except that the petition for amendment shall be directed to, filed with, and acted upon by the District Director of the Savannah District Office.

Sec. 19. Taxes. Sellers who are required to pay a Federal Excise Tax on cabarets may add the same to the prices shown in Appendix A, provided such tax is separately stated and collected. All other Federal and State Taxes are included in the prices shown in Appendix A hereof.

Sec. 20. Revocation and Amendments. This order may be revoked, amended, or corrected at any time.

SEC. 21. *Effective Date.* This order shall become effective on the 15th day of June, 1944.

NOTE: The reporting and record keeping requirements of this Order have been approved by the Bureau of the Budget and in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681; General Order 50, 8 F.R. 4808)

Issued at Savannah, Georgia, this the 10th day of June 1944.

R. E. THORPE,
District Director.

APPENDIX A
GROUP 1B

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Ballantine Ale.....	Cents 25	Cents 60
Barbarossa Beer.....	25	60
Budweiser Beer.....	25	60
Burger Brau Beer.....	25	60
Canadian Ace Ale.....	25	60
Carling's Red Cap Ale.....	25	60
Carta Blanca Beer (Imported).....	30	60
Miller's High Life Beer.....	25	60
National Premium Beer.....	25	60
Pabst Blue Ribbon Beer.....	25	60
Red Top Ale.....	25	60
Schlitz Beer.....	25	60
Silver Fox Beer.....	25	60
Tru-Blu Ale.....	25	60
Tru-Blu Old Fashioned Beer.....	25	60
All other brands.....	20	50
Draft beer:		
6 ounce glass.....	10	
8 ounce glass.....	13	
10 ounce glass.....	16	
12 ounce glass.....	19	
Other size glasses.....	1.6	

¹ Per ounce.

Sellers who are required to pay Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

GROUP 2B

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Ballantine Ale.....	Cents 20	Cents 50
Barbarossa Beer.....	20	50
Budweiser Beer.....	20	50
Burger Brau Beer.....	20	50
Canadian Ace Ale.....	20	50
Carling's Red Cap Ale.....	20	50
Carta Blanca Beer (Imported).....	25	60
Miller's High Life Beer.....	20	50
National Premium Beer.....	20	50
Pabst Blue Ribbon Beer.....	20	50
Red Top Ale.....	20	50
Schlitz Beer.....	20	50
Silver Fox Beer.....	20	50
Tru-Blu Ale.....	20	50
Tru-Blu Old Fashioned Beer.....	20	50
All other brands.....	15	40
Draft beer:		
6-ounce glass.....	8	
8-ounce glass.....	10	
10-ounce glass.....	12	
12-ounce glass.....	14	
Other size glasses.....	1.3	

¹ Per ounce.

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above prices if such tax is separately stated and collected.

GROUP 3B

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Ballantine Ale.....	Cents 18	Cents 43
Barbarossa Beer.....	18	43
Budweiser Beer.....	18	43
Burger Brau Beer.....	18	43
Canadian Ace Ale.....	18	43
Carling's Red Cap Ale.....	18	43
Carta Blanca Beer (Imported).....	23	43
Miller's High Life Beer.....	18	43
National Premium Beer.....	18	43
Pabst Blue Ribbon Beer.....	18	43
Red Top Ale.....	18	43
Schlitz Beer.....	18	43
Silver Fox Beer.....	18	43
Tru-Blu Ale.....	18	43
Tru-Blu Old Fashioned Beer.....	18	43
All other brands.....	13	35
Draft beer:		
6-ounce glass.....	6	
8-ounce glass.....	8	
10-ounce glass.....	10	
12-ounce glass.....	12	
Other size glasses.....	1.1	

¹ Per ounce.

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above prices if such tax is separately stated and collected.

[F. R. Doc. 44-11817; Filed, August 7, 1944; 1:19 p. m.]

[Savannah Order G-1 Under Gen. Order 50, Amdt. 1]

MALT AND CEREAL BEVERAGES IN SAVANNAH, GA., DISTRICT

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Savannah, Georgia, District Office of Region IV, of the Office of Price Administration, by General Order No. 50, issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17 issued May 5, 1944:

It is hereby ordered, That Appendix A to Order No. G-1, under General Order No. 50, be amended to read as set forth in Appendix A, attached hereto and hereby made a part hereof.

The prices for all malt and cereal beverages, including beer, ale and near-beer, as set forth in Appendix A of Order G-1, are hereby revoked, and the prices as set forth in Appendix A attached hereto are the applicable prices for the brands of beer, ale or near-beer therein listed. All other provisions of said order remain unchanged and in full force and effect as issued.

This amendment shall become effective July 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; Gen. Order 50, 8 F.R. 4808)

Issued this 25th day of July 1944.

R. L. SCHLEY,
Acting District Director.

APPENDIX A

GROUP 1B

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Art and Art Beer.....	Cents 20	Cents 60
Ballantine Ale.....	20	60
Barbarossa Beer.....	20	60
Budweiser Beer.....	20	60
Burger Brau Beer.....	20	60
Canadian Ace Ale.....	20	60
Carling's Red Cap Ale.....	20	60
Carta Blanca Beer (Imported).....	23	60
Holland Beer.....	25	60
Leona Beer.....	25	60
Leopold's Beer.....	25	60
Miller's High Life Beer.....	25	60
National Premium Beer.....	25	60
Pabst Blue Ribbon Beer.....	25	60
Red Top Ale.....	25	60
Schlitz Beer.....	25	60
Silver Fox Beer.....	25	60
Spearman's English Type Ale.....	25	60
Tru-Blu Ale.....	25	60
Tru-Blu Old Fashioned Beer.....	25	60
All other brands.....	20	50
Draft beer:		
6 ounce glass.....	10	
8 ounce glass.....	13	
10 ounce glass.....	16	
12 ounce glass.....	19	
Other size glasses.....	1.6	

GROUP 2B

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Art and Art Beer.....	Cents 20	Cents 50
Ballantine Ale.....	20	50
Barbarossa Beer.....	20	50
Budweiser Beer.....	20	50
Burger Brau Beer.....	20	50
Canadian Ace Ale.....	20	50
Carling's Red Cap Ale.....	20	50
Carta Blanca Beer (Imported).....	20	50
Holland Beer.....	20	50
Leona Beer.....	20	50
Leopold's Beer.....	20	50
Miller's High Life Beer.....	20	50
National Premium Beer.....	20	50
Pabst Blue Ribbon Beer.....	20	50
Red Top Ale.....	20	50
Schlitz Beer.....	20	50
Silver Fox Beer.....	20	50
Spearman's English Type Ale.....	20	50
Tru-Blu Ale.....	20	50
Tru-Blu Old Fashioned Beer.....	20	50
All other brands.....	15	40
Draft beer:		
6-ounce glass.....	8	
8-ounce glass.....	10	
10-ounce glass.....	12	
12-ounce glass.....	14	
Other size glasses.....	1.3	

GROUP 3B

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Art and Art Beer.....	Cents 18	Cents 43
Ballantine Ale.....	18	43
Barbarossa Beer.....	18	43
Budweiser Beer.....	18	43
Burger Brau Beer.....	18	43
Canadian Ace Ale.....	18	43
Carling's Red Cap Ale.....	18	43
Carta Blanca Beer (Imported).....	23	43
Holland Beer.....	18	43
Leona Beer.....	18	43
Leopold's Beer.....	18	43
Miller's High Life Beer.....	18	43
National Premium Beer.....	18	43
Pabst Blue Ribbon Beer.....	18	43
Red Top Ale.....	18	43
Schlitz Beer.....	18	43
Silver Fox Beer.....	18	43
Spearman's English Type Ale.....	18	43
Tru-Blu Ale.....	18	43
Tru-Blu Old Fashioned Beer.....	18	43
All other brands.....	13	35

¹ Per ounce.

APPENDIX A
GROUP 3B—continued

Trade name of beer	Maximum Prices	
	12 ounce bottle	32 ounce bottle
Draft beer:	Cents	Cents
6 ounce glass.....	6	-----
8 ounce glass.....	8	-----
10 ounce glass.....	10	-----
12 ounce glass.....	12	-----
Other size glasses.....	11	-----

¹ Per ounce.

No tax except cabaret tax, which is collected separately, may be added to these prices.

[F. R. Doc. 44-11818; Filed, August 7, 1944; 1:19 p. m.]

[Oklahoma City Rev. Order G-1 Under Gen. Order 50]

MALT BEVERAGES IN OKLAHOMA CITY,
OKLA., AREA

Revised Order No. G-1 under General Order No. 50. Maximum dollars-and-cents prices for domestic malt beverages. Domestic Malt Beverage Order No. 5-G-1 is redesignated as Revised Order No. G-1 under General Order No. 50.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Oklahoma City, Oklahoma District Office of Region V of the Office of Price Administration by General Order No. 50, issued by the Administrator of the Office of Price Administration, and Region V Delegation Order dated March 23, 1944, it is hereby ordered:

SECTION 1. *What this order does.* In accordance with the provisions of General Order No. 50, this order establishes in section 9 hereof, "dollars-and-cents" maximum prices for certain beverage items offered for sale or sold by any "person" owning or operating an "Eating or Drinking Place" located in the Oklahoma City District, composed of the following counties in the State of Oklahoma:

Alfalfa, Atoka, Beaver, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Choctaw, Cimarron, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, McClain, McCurtain, Major, Marshall, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, Woodward.

SEC. 2. *What this order covers.* The beverage items to which this order applies are:

(a) Domestic malt beverages as defined in section 7 hereof, and commonly known as beer or ale.

SEC. 3. *Prohibition against sales of beverage items above maximum prices.* (a) On and after the effective date of this order, regardless of any contract, agreement, lease, or other obligation:

(1) No person shall sell or deliver any beverage item subject to this order at

higher prices than the maximum prices set forth in this order.

(2) No person shall agree, offer, solicit, or attempt to do any of the foregoing.

SEC. 4. *Posting*—(a) *Selling prices.* All persons subject to this order must post in the "eating or drinking place", plainly visible to their customers, their selling prices for the beverage items listed in section 9 hereof, at or near the place where the beverage item is offered for sale.

(b) *Maximum prices.* All persons subject to this order must post in a conspicuous place in the "eating or drinking place" a list of the "dollars-and-cents" maximum prices of the beverage items offered for sale, so that such list will be plainly visible to their customers.

SEC. 5. *Applicability of General Order No. 50.* This order is subject to all the provisions of General Order No. 50 which are hereby made a part of this order.

SEC. 6. *Applicability of General Maximum Price Regulation.* The following sections of the General Maximum Price Regulation, as well as amendments thereto, shall be applicable to all "eating or drinking places", subject to this order:

(a) Sales slips and receipts—§ 1499.14.

—(b) Licensing—§ 1499.16.

SEC. 7. *Definitions.* (a) "Domestic malt beverage" shall mean any and all malt beverages produced within the Continental United States, or its territories and possessions, made by the alcoholic fermentation of an infusion or decoction, or combinations of both, in potable brewing water, of malted barley with hops, or their parts, or their products, and with or without malted cereals, and with or without the addition of unmalted or prepared cereals, other carbohydrates or products prepared therefrom, and with or without the addition of carbon dioxide, and with or without other wholesome products suitable for human food consumption.

(b) "Domestic malt beverage sold on draught" means domestic malt beverage dispensed from a barrel, keg, or other container by a "person" owning or operating an "eating or drinking place" subject to this order.

(c) "Person" includes an individual, corporation, partnership, trust, or estate, association, or other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any state, county, or municipal government, or any of its political subdivisions, and any agencies of any of the foregoing: *Provided*, That no punishment provided by this order shall apply to the United States, or to any such government, political subdivision, or agency.

(d) "Eating or drinking place" means any place, establishment, business, or location, whether temporary or permanent, stationary or movable, including, but not limited to, a restaurant, hotel, cafe, boarding house, diner, coffee shop, tea room, private club, dining car, bar, tavern, delicatessen, soda fountain, cocktail lounge, catering business, or any

place from which any beverage item subject to this Order is offered for sale or sold, except those places which are specifically exempted in Section 8 hereof.

(e) "Beverage items" listed herein shall include all domestic malt beverages sold or served by "eating or drinking places" for consumption in or about the place or to be taken out for consumption, without additional preparation other than cooling.

(f) "Hotel room service sale" means a sale to a guest or guests in a hotel room when delivery is made to a guest's hotel room.

(g) "Hotel" means any establishment generally regarded as such in its community and used predominately for transient occupancy.

(h) Other definitions. Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 8. *Exempt sales.* Sales by the following "eating or drinking places" are specifically exempt from the provisions of this order:

(a) Eating and drinking places (when operated as such) located on board common carriers, including railroad dining cars, club, bar, and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(b) Hospitals, except for beverage items served to persons other than patients.

(c) Hotel room service sales.

Such aforesaid sales, not otherwise exempt from Price Control, shall remain subject to the appropriate Maximum Price Regulation or Order.

SEC. 9. *Maximum "dollars-and-cents" prices.* (a) The maximum "dollars-and-cents" prices which may be charged for the beverage items subject to this order, are:

(1) *In bottles.*

Brand or trade name	Maximum price per bottle	
	12-ounce	32-ounce
Barbarossa Domestic Malt Beverage (beer).....	18	34
Blatz Domestic Malt Beverage (beer).....	18	34
Budweiser Domestic Malt Beverage (beer).....	18	34
Canadian Aco Domestic Malt Beverage (beer).....	18	34
Coors Domestic Malt Beverage (beer).....	18	34
Country Club Domestic Malt Beverage (beer).....	18	34
Grain Belt Domestic Malt Beverage (beer).....	18	34
Hamm's Preferred Domestic Malt Beverage (beer).....	18	34
Kingsbury Pale Domestic Malt Beverage (beer).....	18	34
Millers-High Life Domestic Malt Beverage (beer).....	18	34
Muenchbach Domestic Malt Beverage (beer).....	18	34
Old Style Lager Domestic Malt Beverage (beer).....	18	34
Pabst Blue Ribbon Domestic Malt Beverage (beer).....	18	34
Pilsner Club Domestic Malt Beverage (beer).....	18	34
Schlitz Domestic Malt Beverage (beer).....	18	34
Schoot's Highland Domestic Malt Beverage (beer).....	18	34
Silver Fox Domestic Malt Beverage (beer).....	18	34
Zollers-Topping Domestic Malt Beverage (beer).....	18	34
Red Top Ale Domestic Malt Beverage (ale).....	18	34
A B C Domestic Malt Beverage (beer).....	11	24

Brand or trade name	Maximum price per bottle		
		12-ounce	32-ounce
Alpen Brau Domestic Malt Beverage (beer).....	11	23	
Berlin Domestic Malt Beverage (beer).....	11	23	
Blue Bonnet Domestic Malt Beverage (beer).....	11	23	
Bohemian Style Domestic Malt Beverage (beer).....	11	23	
Embassy Club Domestic Malt Beverage (beer).....	11	23	
Falstaff Domestic Malt Beverage (beer).....	11	23	
Gold Seal Domestic Malt Beverage (beer).....	11	23	
Grand Prize Domestic Malt Beverage (beer).....	11	23	
Griesdieck Domestic Malt Beverage (beer).....	11	23	
Haas Domestic Malt Beverage (beer).....	11	23	
High Brau Domestic Malt Beverage (beer).....	11	23	
Jax Domestic Malt Beverage (beer).....	11	23	
Koller Domestic Malt Beverage (beer).....	11	23	
Lang Domestic Malt Beverage (beer).....	11	23	
Lone Star Domestic Malt Beverage (beer).....	11	23	
Mellow Brew Domestic Malt Beverage (beer).....	11	23	
Millers-Export Domestic Malt Beverage (beer).....	11	23	
Mountain Top Domestic Malt Beverage (beer).....	11	23	
Muskegon Domestic Malt Beverage (beer).....	11	23	
Old Gold Domestic Malt Beverage (beer).....	11	23	
Old King Domestic Malt Beverage (beer).....	11	23	
Pearl Domestic Malt Beverage (beer).....	11	23	
Pioneer Domestic Malt Beverage (beer).....	11	23	
Polo Domestic Malt Beverage (beer).....	11	23	
Prima Domestic Malt Beverage (beer).....	11	23	
Progress Domestic Malt Beverage (beer).....	11	23	
Roebuck Domestic Malt Beverage (beer).....	11	23	
Shiner Domestic Malt Beverage (beer).....	11	23	
Silver Cream Domestic Malt Beverage (beer).....	11	23	
Southern Select Domestic Malt Beverage (beer).....	11	23	
Stag Domestic Malt Beverage (beer).....	11	23	
State Domestic Malt Beverage (beer).....	11	23	
Stern Brau Domestic Malt Beverage (beer).....	11	23	
Topaz Domestic Malt Beverage (beer).....	11	23	
White Seal Domestic Malt Beverage (beer).....	11	23	
Zollers-Blackhawk Domestic Malt Beverage (beer).....	11	23	
Zollers-Filsner Domestic Malt Beverage (beer).....	11	23	
Pom Roy Domestic Malt Beverage (beer).....	11	23	

(2) *On draught.* Any or all brands of domestic malt beverages (beer or ale) sold on draught by any "eating or drinking place" to which this Order applies, may be sold at a price not in excess of 1¢ for each fluid ounce, exclusive of foam. *Provided, however,* That "Michelob" brand beer may be sold at 10¢ per eight (8) ounces, exclusive of foam. *Provided, further,* That on the sale of draught beer in quantities of eight (8) ounces or more, an additional 1¢ may be added to the total price.

(3) *Non-labeled bottles.* Any domestic malt beverage item (beer or ale) offered for sale or sold in bottles by any "eating or drinking place" subject to this order, which does not have the manufacturer's label affixed thereto, or the trade name or brand stamped, printed, or engraved or appearing in raised letters on the cap or bottle as proper identification, shall not be offered for sale or sold at a price higher than the lowest maximum price fixed herein for the size of bottle of domestic malt beverage (beer or ale) offered for sale or sold.

SEC. 10. *Less than maximum prices.* Lower prices than those established by this order may be charged, demanded, paid or offered.

SEC. 11. *Other brands of domestic malt beverages.* Any person subject to this order desiring to sell any domestic malt beverage of a trade name or brand not specifically priced by section 9 herein, shall determine the price of such domestic malt beverages in the following manner:

If the bona fide net cost of the unlisted brand of domestic malt beverage is \$1.99 or less per case of 24 12-ounce bottles, the maximum retail ceiling price shall be 11¢ per 12 ounce bottle. Such unlisted brands of domestic malt beverage in the 32 ounce size, shall have a maximum retail ceiling price of 26¢ per 32 ounce bottle.

If the bona fide net cost of the unlisted brand of domestic malt beverage is \$2.00 or more, per 24-12 ounce bottles, the maximum retail ceiling price shall be 16¢ per 12 ounce bottle. Such unlisted brands of domestic malt beverage in the 32 ounce size shall have a maximum retail ceiling price of 36¢ per 32 ounce bottle.

Domestic malt beverage served in any container other than 12 ounce or 32 ounce shall be priced on an exact quantity ratio basis adjusted to the nearest cent; such ratio shall be to either the 12 ounce size or the 32 ounce size of the same brand, whichever is most nearly comparable in size.

The retailer is required to maintain and make available to any authorized representative of the Office of Price Administration invoices, receipts, or other prima facie evidence, to substantiate such net cost; and, in addition, such evidence must identify the source of supply by name and address.

"Net cost" as that term is used herein, means the price charged by the wholesale supplier of domestic malt beverage to the retailer provided that such price is not in excess of the wholesale supplier's maximum ceiling price as determined under Maximum Price Regulation No. 259.

Within five days after determining the price for a new brand of malt beverage the seller shall report the price so determined to the Price Panel of the War Price and Rationing Board of the county in which said place of business is located, setting forth the brand, unit package, and net cost, and also the source of supply, whether jobber, wholesaler, manufacturer or distributor. The price so reported shall be subject to adjustment at any time by the Office of Price Administration.

SEC. 12. *Taxes.* The dollars-and-cents maximum prices for the beverage items listed in Section 9 hereof include all municipal, state and federal taxes except the federal cabaret tax. In addition to the prices listed herein the seller may charge the amount of the cabaret tax provided the following conditions are met:

(1) The seller is liable for payment of the cabaret tax on the sale being made.

(2) The seller actually pays the additional amount collected for this purpose.

(3) The seller states and collects the tax separately.

When the amount of the total sale, plus the exact amount of the tax results in a figure with a fractional cent, the amount to be collected shall be raised or lowered to the nearer even cent.

SEC. 13. *Evasion.* The price limitations set forth in this order shall not be evaded by direct or indirect methods in connection with an offer, solicitation, agree-

ment, sale or delivery of, or relating to the sale of any beverage item, alone or in connection with any other commodity or by way of commission, service, transportation, or any charge or discount, premium, or other privilege, or by tying agreement or other trade understanding, or by any other means, manner, method, device, scheme, or artifice or otherwise.

SEC. 14. *Enforcement.* "Persons" violating any provisions of this order are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages, provided by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Petition for amendment.* Any person seeking an amendment of any provision of this order, may file a petition for amendment, in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

SEC. 16. *Licensing.* The provisions of Licensing Order No. 1, requiring and automatically granting, a license to all persons who make sales under Price Control, are applicable to all sellers subject to this Regulation. A seller's license may be suspended for violation of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 17. *Effective date.* This order becomes effective April 1, 1944.

SEC. 18. *Revocation.* This order may be amended, corrected, revised, or revoked at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order No. 50, 8 F.R. 4808).

Issued at Oklahoma City, Oklahoma this 27th day of March 1944.

REX A. HAYES,
District Director.

[F. R. Doc. 44-11814; Filed, August 7, 1944; 1:29 p. m.]

[Tulsa Rev. Order G-1 Under Gen. Order 50]
DOMESTIC MALT BEVERAGES IN TULSA,
OKLA., AREA

Revised Order No. G-1 under General Order No. 50. Maximum dollars-and-cents prices for domestic malt beverages.

Order No. G-1 under General Order No. 50 is redesignated as Revised Order No. G-1 under General Order No. 50, and is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Tulsa, Oklahoma, District Office of Region V of the Office of Price Administration by General Order No. 50, issued by the Administrator of the Office of Price Administration, and Region V Delegation Order No. 48, it is hereby ordered:

SECTION 1. *What this order does.* In accordance with the provisions of Gen-

eral Order No. 50, this order establishes in section 9 hereof, "dollars-and-cents" maximum prices for certain beverage items offered for sale or sold by any "person" owning or operating an "eating or drinking place" located in the Tulsa District, composed of the following counties in the State of Oklahoma:

Adair, Cherokee, Craig, Creek, Delaware, Haskell, Hughes, Latimer, LeFlore, McIntosh, Mayes, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Rogers, Sequoyah, Tulsa, Wagoner, and Washington.

Sec. 2. *What this order covers.* The beverage items to which this order applies are:

(a) Domestic malt beverages as defined in section 7 hereof and commonly known as beer or ale.

Sec. 3. *Prohibition against sales of beverage items above maximum prices.* (a) On and after the effective date of this order, regardless of any contract, agreement, lease, or other obligation:

(1) No person shall sell or deliver any beverage item subject to this order at higher prices than the maximum prices set forth in this order.

(2) No person shall buy or receive any beverage item subject to this order in the course of trade or business at higher prices than the maximum prices set forth in this order.

(3) No person shall agree, offer, solicit, or attempt to do any of the foregoing.

Sec. 4. *Posting—(a) Selling prices.* All persons subject to this order must post in the "eating or drinking place," plainly visible to their customers, their selling prices for the beverage items listed in section 9 hereof, at or near the place where the beverage item is offered for sale.

(b) *Maximum prices.* All persons subject to this order must post in a conspicuous place in the "eating or drinking place" a list of the "dollars-and-cents" maximum prices of the beverage items offered for sale, so that such list will be plainly visible to their customers.

Sec. 5. *Applicability of General Order No. 50.* This order is subject to all the provisions of General Order No. 50 which are hereby made a part hereof.

Sec. 6. *Applicability of General Maximum Price Regulation.* The following sections of the General Maximum Price Regulation, as well as amendments thereto, shall be applicable to all "eating or drinking places", subject to this order:

(a) Sales slips and receipts—§ 1499.14.

Sec. 7. *Definitions.* (a) "Domestic malt beverage" shall mean any and all malt beverages produced within the continental United States, or its territories and possessions, made by the alcoholic fermentation of an infusion or decoction, or combinations of both, in potable brewing water, of malted barley with hops, or their parts, or their products, and with or without other malted cereals, and with or without the addition of unmalted or prepared cereals, other carbohydrates or products prepared therefrom, and with or without the addition of carbon dioxide, and with or without other wholesome products suitable for human food consumption.

(b) "Domestic malt beverage sold on draught" means domestic malt beverage dispensed from a barrel, keg, or other container by a "person" owning or operating an "eating or drinking place" subject to this order.

(c) "Person" includes an individual, corporation, partnership, trust or estate, association, or other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any state, county, or municipal government, or any of its political subdivisions, and any agencies of any of the foregoing: *Provided*, That no punishment provided by this order shall apply to the United States, or to any such government, political subdivision, or agency.

(d) "Eating or drinking place" means any place, establishment, business, or location, whether temporary or permanent, stationary or movable, including, but not limited to, a restaurant, hotel, cafe, boarding house, coffee shop, tea room, private club, bar, tavern, delicatessen, soda fountain, cocktail lounge, catering business, or any other place from which any beverage item subject to this Order is offered for sale or sold, except those places which are specifically exempt in section 8 hereof.

(e) "Beverage items" listed herein shall include all domestic malt beverages sold or served by "eating or drinking places" for consumption in or about the place or to be taken out for consumption, without additional preparation other than cooling.

(f) "Hotel room service sale" means sale to a guest or guests in a hotel room when delivery is made to a guest's hotel room.

(g) "Hotel" means any establishment generally regarded as such in its community and used predominantly for transient occupancy.

(h) Other definitions. Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

Sec. 8. *Exempt sales.* Sale by the following "eating or drinking places" are specifically exempt from the provisions of this order:

(a) Eating and drinking places (when operated as such) located on board common carriers, including railroad dining cars, club, bar, and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(b) Hospitals, except for beverage items served to persons other than patients.

(c) Hotel room service sales. Such aforesaid sales, not otherwise exempt from Price Control, shall remain subject to the appropriate Maximum Price Regulation or Order.

Sec. 9. *Maximum "dollars-and-cents" prices.*

(a) The maximum "dollars-and-cents" prices which may be charged for the beverage items subject to this Order are:

(1) *In bottles.*

Brand or trade name	Maximum price per bottle	
	12-ounce	16-ounce
Barbarossa Domestic Malt Beverage (beer).....	10	30
Blatz Domestic Malt Beverage (beer).....	10	30
Budweiser Domestic Malt Beverage (beer).....	10	30
Coors Domestic Malt Beverage (beer).....	10	30
Country Club Domestic Malt Beverage (beer).....	10	30
Grain Belt Domestic Malt Beverage (beer).....	10	30
Millers-High Life Domestic Malt Beverage (beer).....	10	30
Muehlebach Domestic Malt Beverage (beer).....	10	30
Old Style Lager Domestic Malt Beverage (beer).....	10	30
Pabst Blue Ribbon Domestic Malt Beverage (beer).....	10	30
Schlitz Domestic Malt Beverage (beer).....	10	30
Zollers-Topping Domestic Malt Beverage (beer).....	10	30
Alpen Brau Domestic Malt Beverage (beer).....	11	20
Falstaff Domestic Malt Beverage (beer).....	11	20
Gold Seal Domestic Malt Beverage (beer).....	11	20
Griesedieck Domestic Malt Beverage (beer).....	11	20
Old King Domestic Malt Beverage (beer).....	11	20
Pom-Roy Domestic Malt Beverage (beer).....	11	20
Progress Domestic Malt Beverage (beer).....	11	20
Millers-Export Domestic Malt Beverage (beer).....	11	20
Stag Domestic Malt Beverage (beer).....	11	20
State Domestic Malt Beverage (beer).....	11	20
Stern Brau Domestic Malt Beverage (beer).....	11	20
Zollers-Blackhawk Domestic Malt Beverage (beer).....	11	20
Zollers-Pilsener Domestic Malt Beverage (beer).....	11	20
Red Top Ale Domestic Malt Beverage (ale).....	10	30

(2) *On draught.* Any or all brands of domestic malt beverage (beer or ale), sold on draught by any "eating or drinking place" to which this order applies, may be sold at a price not in excess of one (1) cent for each fluid ounce, exclusive of foam. *Provided, however*, That "Michelob" brand beer may be sold for ten (10) cents per eight (8) fluid ounces, exclusive of foam; and *Provided further*, That on the sale of draught beer in quantities of eight (8) ounces or more an additional one (1) cent may be added to the total price.

(3) *Non-labeled bottles.* Any domestic malt beverage item (beer or ale) offered for sale or sold in bottles by any "eating or drinking place" subject to this order, which does not have the manufacturer's label affixed thereto, or the trade name or brand stamped, printed, or engraved or appearing in raised letters on the cap or bottle as proper identification, shall not be offered for sale or sold at a price higher than the lowest maximum price fixed herein for the size of bottle of domestic malt beverage (beer or ale) offered for sale or sold.

Sec. 10. *Less than maximum prices.* Lower prices than those established by this order may be charged, demanded, paid, or offered.

Sec. 11. *Other brands of domestic malt beverages.* Any person subject to this order desiring to sell any other trade name or brand of domestic malt beverage not specifically priced by section 9 herein, shall, before offering such domestic malt beverage for sale, apply to and receive from the Director of the Tulsa District Office of the Office of Price Administration a maximum price for such beverage.

Such application need not be in any particular form, but must contain the

following information: Name and address of applicant, location and type of "Eating or Drinking Place", trade name or brand of domestic malt beverage, size of bottle, and cost per case, delivered. The Director of the Tulsa District Office of the Office of Price Administration shall then fix the maximum price for such trade name or brand of domestic malt beverage, and shall notify such applicant accordingly. The price so fixed shall be the maximum price for which such trade name or brand of domestic malt beverage may be sold by such applicant.

SEC. 12. Taxes. The dollars-and-cents maximum prices for the beverage items listed in section 9 hereof include all municipal, state and federal taxes except the federal cabaret tax. In addition to the prices listed herein the seller may charge the amount of the cabaret tax provided the following conditions are met:

- (1) The seller is liable for payment of the cabaret tax on the sale being made.
- (2) The seller actually pays the additional amount collected for this purpose.
- (3) The seller states and collects the tax separately.

When the amount of the total sale, plus the exact amount of the tax results in a figure with a fractional cent, the amount to be collected shall be raised or lowered to the nearer even cent.

SEC. 13. Licensing. The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 14. Evasion. The price limitations set forth in this order shall not be evaded by direct or indirect methods in connection with an offer, solicitation, agreement, sale or delivery of, or relating to the sale of any beverage item, alone or in connection with any other commodity or by way of commission, service, transportation, or any charge or discount, premium, or other privilege, or by tying agreement or other trade understanding, or by any other means, manner, device, scheme, or artifice, or otherwise.

SEC. 15. Enforcement. "Persons" violating any provisions of this order are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages, provided by the Emergency Price Control Act of 1942, as amended.

SEC. 16. Petition for amendment. Any person seeking an amendment of any provisions of this order, may file a petition for amendment, in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

SEC. 17. Effective date. This order shall become effective at 12:01 a. m., central war time, April 1, 1944.

SEC. 18. Revocation. This order may be amended, corrected, revised, or revoked at any time.

NOTE: The report and record keeping requirements of this order have been approved by the Bureau of the Budget in accordance with Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order No. 50, 8 F.R. 4808)

Issued at Tulsa, Oklahoma, this 27th day of March 1944.

BEN O. KIRKPATRICK,
District Director.

[F. R. Doc. 44-11815; Filed, August 7, 1944;
1:20 p. m.]

[Shreveport Order G-1 Under Gen. Order 50]
MALT BEVERAGES IN SHREVEPORT, LA.,
DISTRICT

Order No. G-1 under General Order 50. Filing of prices by restaurants and similar establishments: Delegation of authority to fix maximum prices. Dollars-and-cents ceiling prices for malt beverages.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Shreveport, Louisiana District Office of Region V of the Office of Price Administration by General Order No. 50, issued by the Administrator of the Office of Price Administration, and Region V Delegation Order dated March 23, 1944, it is hereby ordered:

SECTION 1. What this order does. In accordance with the provisions of General Order No. 50, this order establishes in section 9 hereof, "dollars-and-cents" maximum prices for certain beverage items offered for sale or sold by any "person" owning or operating an "eating or drinking place" located in the Shreveport District—composed of the following parishes in the State of Louisiana: Blen-ville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, DeSoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Red River, Richland, Sabine, Tensas, Union, Webster, West Carroll, and Winn.

SEC. 2. What this order covers. The beverage items to which this order applies are:

- (a) Malt beverages, both domestic and imported, as defined in section 7 hereof, and commonly known as beer or ale.

SEC. 3. Prohibition against sales of beverage items above maximum prices.

(a) On and after the effective date of this order, regardless of any contract, agreement, lease, or other obligation:

- (1) No person shall sell or deliver any beverage item subject to this order at higher prices than the maximum prices set forth in this order.

- (2) No person shall buy or receive any beverage item subject to this order in the course of trade or business at higher prices than the maximum prices set forth in this order.

- (3) No person shall agree, offer, solicit, or attempt to do any of the foregoing.

SEC. 4. Posting—(a) Selling prices. All persons subject to this order must post in the "eating or drinking place" plainly visible to their customers, their selling prices for the beverage items listed in section 9 hereof, at or near the place where the beverage item is offered for sale.

(b) **Maximum prices.** All persons subject to this order must post in a conspicuous place in the "eating or drinking place" a list of the "dollars-and-cents" maximum prices of the beverage items offered for sale, so that such list will be plainly visible to their customers.

SEC. 5. Applicability of General Order No. 50. This order is subject to all the provisions of General Order No. 50, which are hereby made a part of this order.

SEC. 6. Applicability of General Maximum Price Regulation. The following sections of the General Maximum Price Regulation, as well as amendments thereto, shall be applicable to all "eating and drinking places" subject to this order:

- (a) Sales Slips and Receipts—§ 1499.14.

- (b) Registration—§ 1499.15.

- (c) Licensing—§ 1499.16.

SEC. 7. Definitions. (a) "Malt beverage" shall mean any and all malt beverages, both domestic and imported, made by the alcoholic fermentation of an infusion or decoction, or combinations of both, in potable brewing water, of malted barley with hops, or their parts, or their products, and with or without other malted cereals, and with or without the addition of unmalted or prepared cereals, other carbohydrates or products prepared therefrom, and with or without the addition of carbon dioxide, and with or without other wholesome products suitable for human food consumption.

(b) "Malt beverage sold on draught" means malt beverage dispensed from a barrel, keg or other container by a "person" owning or operating an "eating or drinking place" subject to this order.

(c) "Person" includes an individual, corporation, partnership, trust or estate, association, or other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any state, county, or municipal government, or any of its political subdivisions, and any agencies of any of the foregoing: *Provided*, That no punishment provided by this order shall apply to the United States, or to any such government, political subdivision, or agency.

(d) "Eating or drinking place" means any place, establishment, business, or location, whether temporary or permanent, stationary or movable, including, but not limited to, a restaurant, hotel, cafe, boarding house, diner, coffee shop, tea room, private club, dining car, bar, tavern, delicatessen, soda fountain, cocktail lounge, catering business, or any other place from which any beverage item subject to this order is offered for sale or sold, except those places which

are specifically exempted in section 8 hereof.

(e) "Beverage items" listed herein shall include all malt beverages, both domestic and imported, sold or served by "eating or drinking places" for consumption in or about the place, without additional preparation other than cooling.

(f) "Hotel room service sale" means sale to a guest or guests in a hotel room when delivery is made to guest's hotel room.

(g) "Hotel" means any establishment generally regarded as such in its community and used predominantly for transient occupancy.

(h) *Other definitions.* Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 8. *Exempt sales.* Sales by the following are specifically exempt from the provisions of this order:

(a) Eating and drinking places (when operated as such) located on board common carriers, including railroad dining cars, club, bar, and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(b) Hospitals, except for beverage items served to persons other than patients.

(c) Hotel room service sales.

(d) Any place of business which does not sell malt beverages for consumption on or about the premises where sold.

Such aforesaid sales, not otherwise exempt from price control, shall remain subject to the appropriate maximum price regulation or order.

SEC. 9. *Maximum "dollars-and-cents" prices.* (a) The maximum "dollars-and-cents" prices which may be charged for the beverage items subject to this order are:

(1) *In bottles.*

Brand or trade name	Maximum price per bottle		
	7-ounce	12-ounce	32-ounce
	Cents	Cents	Cents
Blatz Pilsener (beer).....	17	17	40
Birks (beer).....	13	13	30
Birks Trophy (beer).....	10	17	40
Birks Silver Fox (beer).....	17	17	40
Birks Fox Deluxe (beer).....	13	13	30
Budweiser (beer).....	17	17	40
Burger Brau (beer).....	17	17	40
Burger Beer (beer).....	13	13	30
Burger Ale (ale).....	13	13	30
Champ-Velvet (beer).....	13	13	30
Eagle (beer).....	13	13	30
Falstaff (beer).....	13	13	30
Fortune (beer).....	17	17	40
Gold Crest (beer).....	13	13	30
Hapsburg (beer).....	13	13	30
Jax (beer).....	13	13	30
Muelbach (beer).....	17	17	40
Prima (beer).....	17	17	40
Pabst (beer).....	17	17	40
Red Cap Ale (ale).....	17	17	40
Regal (beer).....	13	13	30
Schlitz (beer).....	17	17	40
Stag (beer).....	13	13	30
70-Ale (ale).....	13	13	30

(2) *On draught.* All brands of malt beverage (beer or ale) ten (10) fluid

ounces, exclusive of foam, for ten (10¢), or in other quantities at the rate of one cent (1¢) per ounce, exclusive of foam.

(3) *Non-labeled bottles.* Any malt beverage item (beer or ale) offered for sale or sold in bottles by any "eating or drinking place" subject to this order, which does not have the manufacturer's label affixed thereto, or the trade name or brand stamped, printed, or engraved, or appearing in raised letters on the cap or bottle as proper identification, shall not be offered for sale or sold at a price higher than the lowest maximum price fixed herein for the size of bottle of malt beverage (beer or ale) offered for sale or sold.

SEC. 10. *Less than maximum prices.* Lower prices than those established by this order may be charged, demanded, paid or offered.

SEC. 11. *Other brands of malt beverages.* Any person subject to this order desiring to sell any other trade name or brand of malt beverage not specifically priced by section 9 herein, shall, before offering such malt beverage for sale, apply to and receive from the Shreveport, Louisiana, District Office of the Office of Price Administration a maximum price for such beverage.

Such application need not be in any particular form, but must contain the following information: Name and address of applicant, location and type of "eating or drinking place," class of "person," trade name or brand of malt beverage, size of bottle, and cost per case delivered. The Shreveport, Louisiana, District Office of the Office of Price Administration shall then fix the maximum price for such trade name or brand of malt beverage, and shall notify such applicant accordingly. The price so fixed shall be the maximum price for which such trade name or brand of malt beverage may be sold by such applicant.

SEC. 12. *Taxes.* The dollars-and-cents maximum prices for the beverage items listed in section 9 hereof include all municipal, state and federal taxes except state sales taxes, and except the federal cabaret tax. In addition to the prices listed herein the seller may charge the amount of the state sales tax, and the cabaret tax, provided the following conditions are met:

(1) The seller is liable for payment of the cabaret tax on the sale being made.

(2) The seller actually pays the additional amount collected for this purpose.

(3) The seller states and collects the cabaret tax separately.

When the amount of the total sale, plus the exact amount of the tax results in a figure with a fractional cent, the amount to be collected shall be raised or lowered to the nearer even cent.

On draught. On the sale of draught beer in quantities of eight (8) ounces or more, an additional 1¢ may be added to the total price.

SEC. 13. *Evasion.* The price limitations set forth in this order shall not be evaded by direct or indirect methods in connection with an offer, solicitation, agreement, sale or delivery of, or relating to the sale of any beverage item, alone or in connection with any other com-

modity or by way of commission, service, transportation, or any charge or discount, premium, or other privilege, or by tying agreement or other trade understanding, or by any other means, manner, method device, scheme, or artifice, or otherwise.

SEC. 14. *Enforcement.* "Persons" violating any provisions of this order are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages, provided by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Petition for amendment.* Any person seeking an amendment of any provisions of this order, may file a petition for amendment, in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

SEC. 16. *Effective date.* This order becomes effective at 12:01 A. M., Central War Time, April 1, 1944.

SEC. 17. *Revocation.* This order may be amended, corrected, revised, or revoked at any time.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; Gen. Order 50, 8 F.R. 4808)

Issued at Shreveport, Louisiana, this 27th day of March 1944.

J. E. BRUMFIELD,
District Director.

[F. R. Doc. 44-11816; Filed, August 7, 1944; 1:20 p. m.]

[Spokane Rev. Order 6-B Under MPR 420]

PLUMS IN SPOKANE, WASH., DISTRICT

First Revised Order No. 6-B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Plums.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

With respect to the commodity described in line (a) of "Table X," there is set forth in said table in line (b), the basing point, in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said Method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said "Table X," there is also set forth in said table in line (f), the freight charge by said Method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in

connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Plums 4 (4X5 size) Baskets in Crate.
(b) Basing Point: Sacramento, California.
(c) Wholesale receiving point: Spokane, Washington.
(d) Method of transportation: Carlot to Portland—LCL to Spokane.
(e) Freight rate by Method (d) from basing point to wholesale receiving point: \$1.53 cwt.

	Per unit of sale	
	Per crate of 32 pounds gross	Per pound graded and packed
(f) Freight charge by Method (d).....	\$0.49	\$0.0150
(g) Basing-point cost.....	2.88	.1030
(h) Protective services.....	.04	.0033
(i) Maximum price in wholesale receiving point (sum of "f", "g", and "h").....	3.41	.1213

NOTE: Adjust price for other sizes as given in Amendment 44 to MPR 423.

This order shall become effective July 27, 1944, and may be revoked, amended, or corrected at any time. Order No. 6-B is hereby revoked.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E. O. 9328, 8 F.R. 4681)

Issued this 27th day of July 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-11810; Filed, August 7, 1944;
1:18 p. m.]

[Region VIII Order G-98 Under 18 (c)]

LUMBER IN SAN FRANCISCO REGION

Order No. G-98 under section 1499.18 (c) as amended of the General Maximum Price Regulation. Adjusted maximum prices for mill-sales of alder, maple and cottonwood lumber.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) of the General Maximum Price Regulation, it is hereby ordered:

(a) The adjusted maximum prices which producers or wholesalers may charge for lumber (as described herein) made from alder, maple and cottonwood are as shown herein.

(b) *Area application.* This order applies to all such sales of such lumber manufactured in the States of California, Washington, Nevada, Oregon except Malheur County, Arizona except those portions of Coconino and Mohave counties lying north of the Colorado River; and the following counties in the State of Idaho: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

(c) The maximum prices per 1,000 feet board measure are set forth herein. All prices (except as provided in paragraph (6)) are for random widths resulting from normal milling and are for the thicknesses shown. The thickness is

described in terms of quarter inches, as 1/4", 5/4", etc.

(1) For 1/4" rough, green, culls out:

	Alder	Maple	Cottonwood
Millrun, 4/4" rough, green, culls out.....	\$42.50	\$43.50	\$32.50
No. 3, 4/4" rough, green, culls out.....	18.25	22.50	8.25
No. 2, 4/4" rough, green, culls out.....	23.75	42.75	23.75
No. 1, 4/4" rough, green, culls out.....	57.75	61.75	47.75
No. 2 or better, 4/4" rough, green, culls out.....	54.40	53.40	44.40
No. 1 or better, 4/4" rough, green, culls out.....	67.15	71.15	57.15
Clear one face, 4/4" rough, green, culls out.....	53.75	102.75	53.75

(2) For other thicknesses, adjust the price of the same grade of lumber of 4/4" thickness as follows:

If thickness is:	Multiply price for 4/4 inch by
5/4 inch.....	102%
6/4 inch.....	103%
8/4 inch.....	107%
10/4 inch.....	115%
12/4 inch.....	125%
Even out to nearest quarter dollar.	

(3) For any lumber which has been surfaced on either two or four sides add \$3.00 per thousand feet Board Measure to the price determined above.

(4) For air dried lumber add \$5.00 per thousand feet Board Measure to the appropriate price for green lumber as determined under paragraphs (1), (2), and (3) above.

(5) For Kiln Dried lumber add to the appropriate price for green lumber determined under paragraphs (1), (2), and (3) above: \$10.00 per thousand feet Board Measure if in sizes of 4/4", 5/4" and 6/4". \$15.00 per thousand feet Board Measure if 8/4" or thicker.

"Kiln dried lumber" means lumber which is kiln dried, according to Standard Kiln Dried Lumber Rules of the National Hardware Lumber Association issued as of January, 1944, to the extent that the moisture content shall not exceed 8%.

All lumber thickness in accordance with paragraphs 13 and 14 of National Hardware Lumber Association rules and shall be as follows:

Rough size:	Size when surfaced on two sides (inches)
4/4 inch.....	13/16
5/4 inch.....	1-1/16
6/4 inch.....	1-5/16
8/4 inch.....	1-3/4
10/4 inch.....	2-1/4
12/4 inch.....	2-3/4

(6) For orders calling for a specified width add \$5.00 per thousand feet Board Measure to the appropriate maximum price determined under paragraphs (1) to (5) above.

(7) The above prices are f. o. b. mill. If the sale is made on a delivered basis to any other point, an addition may be made for the actual transportation cost incurred by the seller from the mill to destination, not exceeding the lowest common carrier rate for the haul.

(d) The adjusted maximum prices herein established are subject to the particular dealer's customary discounts and allowances.

(e) This order may be revoked, amended or corrected at any time.

(f) This order shall become effective July 29, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 29th day of July 1944.

CHAS. R. BAIRD,
Regional Administrator.

[F. R. Doc. 44-11813; Filed, August 7, 1944;
1:18 p. m.]

[Scranton Order 1 Under Restaurant MPR 2] POSTING REQUIREMENTS IN SCRANTON, PA., DISTRICT

Order No. 1 under Restaurant Maximum Price Regulation No. 2. Posting order.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Scranton District Office of the Office of Price Administration by section 16 of Restaurant Maximum Price Regulation No. 2, it is hereby ordered:

SECTION 1. *Posting requirements.* If you own or operate an eating or drinking establishment, you must, on or before August 16, 1944, show on a poster to be supplied by the Office of Price Administration, your lawful ceiling prices for 40 food items, and meals, as set forth in this order.

(a) First list on the poster as many of the food items and meals listed in Appendix A of this order, as you offer for sale and your ceiling prices for each.

(b) If you do not offer all the 40 items listed in the applicable table in Appendix A, list first those which you do offer, placing them on the poster in the order in which they appear in Appendix A. Then add as many other items which you usually offer to bring the total number to 40, with your ceiling price for each item.

(c) If you do not offer as many as 40 items, place on the poster all the items which you do offer and your ceiling price for each.

(d) List a la carte item first. In listing meals, list the entree and then indicate the type of meal, for example, steak dinner, leg of lamb dinner, filet of sole lunch, vegetable plate luncheon.

(e) The list of individual items may be printed or hand lettered in ink on the poster in letters large enough so that it can be easily read by your customers.

(f) You must place the poster near the main entrance of your establishment, or in a conspicuous place so that it will be plainly visible to your customers.

SEC. 2. *Filing of lists of posted prices.* When you have made up the list of food items and meals to be posted and your lawful ceiling price for each, you must make three copies of this list, and send or deliver it to your local War Price and Rationing Board on or before August 21, 1944. Each copy must be clear and legible, dated and signed by the owner or manager of your establishment, with the name and address of the establishment following the signature.

The War Price and Rationing Board shall check this list with your filed ceiling prices. If the prices check, the Board shall make a notation to this effect on one copy of the list and return it to you. You shall keep the copy in your establishment, and make it available for examination by any person during business hours.

If the prices on your list do not completely check with your filed ceiling prices, the Board will call you in for a conference, so that corrections can be made.

Sec. 3. Replacement of posters. If a poster is mutilated or becomes badly soiled or otherwise damaged, it must be replaced by a new one which may be obtained from your War Price and Rationing Board upon presentation of the damaged poster. Erasures or changes of prices listed on the poster are prohibited. The new poster must be filled out exactly like the old one. Large establishments may receive extra posters.

Sec. 4. Geographical applicability. The provisions of this order extend to all eating and drinking establishments located within the Scranton District of the Office of Price Administration.

Sec. 5. Exemptions. All establishments which are exempted from the provisions of Restaurant Maximum Price Regulation No. 2 are exempted from this order.

This order shall become effective August 9, 1944.

NOTE: The reporting and record-keeping provisions of this order have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of August 1944.

HOWARD F. ORTE,
Acting District Director.
APPENDIX A

1. Tomato or Fruit Juice.
2. Fruit Cocktail.
3. Soup de Jour.
4. Ham Sandwich.
5. Ham & Egg Sandwich.
6. American Cheese Sandwich.
7. Lettuce & Tomato Sandwich.
8. Hamburger Sandwich.
9. Ham & Cheese Sandwich.
10. Hot Roast Beef Sandwich.
11. Bacon or Ham & Eggs.
12. Two Eggs, fried, boiled or scrambled.
13. Fillet of Sole.
14. Broiled Mackerel.
15. Broiled Halibut.
16. Calves Liver and Bacon.
17. Two Pork Chops.
18. Hamburger Steak.
19. Roast Rib of Beef.
20. Roast Pork or Ham.
21. Lamb Stew—or any meat stew.
22. Roast Chicken.
23. Two Lamb Chops.
24. Tenderloin Steak.
25. Sirloin Steak.
26. Veal Cutlet.
27. Cold Cuts & Salad.
28. Hot Cakes and Syrup.
29. Vegetable Plate.
30. Combination Salad.
31. 3-Course Mackerel Luncheon.

32. 3-Course Beef Stew Luncheon.
33. 5-Course Chicken Dinner.
34. 5-Course Roast Beef Dinner.
35. Club Breakfast—fruit, toast and coffee.
36. Milk.
37. Coffee.
38. Apple Pie.
39. Ice Cream.
40. Layer Cake.

[F. R. Doc. 44-11867; Filed August 8, 1944; 1:15 p. m.]

[Region II Rev. Order G-34 Under RMPP 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN NEW YORK REGION

Amendment No. 1 to Revised Order No. G-34 under Revised Maximum Price Regulation No. 122. Solid fuel sold and delivered by dealers. Permitted increases in maximum prices for Pennsylvania anthracite sold subject to area dollars-and-cents orders, based on higher mine costs for specified anthracite.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G-34 is amended in the following respects:

1. Paragraph (c) is amended to read as follows:

(c) *Application for additional price increase.* Any dealer whose receipts of Group I anthracite during the previous calendar month exceeded 75 percent, or whose receipts of Group II anthracite during the previous calendar month exceeded 30 percent, of all anthracite received by him during that month, may apply to the District Office of the Office of Price Administration, within whose jurisdiction he sells anthracite, for an additional increase. An application may also be filed where the dealer feels that the combined percentage of Group I and Group II anthracite received during the previous calendar month warrants an adjustment in maximum price beyond that authorized by the automatic increase provisions of paragraph (b).

Applications may be filed under this paragraph (c) between the first and tenth day of each month, based upon the proportions of anthracite having different mine costs received during the previous calendar month, and should request an adjustment for a one-month period. Such application shall be in writing and set forth the following:

(i) Total tonnage of anthracite received by the dealer during the previous calendar month.

(ii) Tonnage of Group I and Group II anthracite specified in paragraph (a) received during the previous calendar month, identified as described therein.

(iii) Proposed increases on anthracite sales above area ceiling prices.

(iv) Any other pertinent information the District Director may request.

The District Director will either grant or deny the application, in whole or in

part, in the light of the estimated average increase in supplier's maximum prices for anthracite, based on dealer's total anthracite receipts during the previous calendar month, as compared with supplier's maximum prices established by § 1340.200 (a) (1) of Maximum Price Regulation No. 112. The order may incorporate appropriate provisions for recalculation of the permitted increase based upon changing mine costs.

2. Paragraph (d) is amended by adding the following order to the list of orders there enumerated.

Order No. G-45 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

This Amendment No. 1 to Revised Order No. G-34 shall become effective August 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; Issued this 26th day of July 1944.

Issued this 26th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-11868; Filed, August 8, 1944; 1:13 p. m.]

[Region II Rev. Order G-34 Under RMPP 122, Amdt. 2]

PENNSYLVANIA ANTHRACITE IN NEW YORK REGION

Amendment No. 2 to Revised Order No. G-34 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permitted increases in maximum prices for Pennsylvania anthracite sold subject to area dollars-and-cents orders, based on higher mine costs for specified anthracite.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G-34 is amended in the following respects:

1. Paragraph (a) is amended by adding the following anthracite to the anthracite specified under "Group II":

Anthracite produced by T. E. Steel Coal Company and prepared at its Central Breaker located at Junedale, Pennsylvania.

Anthracite produced and prepared by the Alden Coal Company at its Alden Operation located in Newport Township, Luzerne County, Pennsylvania.

This Amendment No. 2 to Revised Order No. G-34 shall become effective August 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of August 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-11869; Filed, August 8, 1944; 1:13 p. m.]

[Region II 2d Rev. Order G-26 Under RMPR 122, Amdt. 2]

ANTHRACITE COAL IN NEW YORK REGION

Amendment No. 2 to Second Revised Order No. G-26 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permitted increases in maximum prices for "Silver Brook", "Salem Hill", and other specified anthracite sold subject to designated area dollars-and-cents orders.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Second Revised Order No. G-26 is amended in the following respects:

1. Paragraph (b) is amended to read as follows:

(b) *Alternative pricing provision; application for a price.* Dealers making sales of the anthracite specified in paragraph (a) (1), in communities subject to the area dollars-and-cents orders listed in paragraph (d), who prefer to commingle such anthracite with other anthracite and not to keep it separate in storage and delivery, and who would thereby not be eligible to take the automatic increases permitted under paragraph (a) hereof, may apply to the District Office of the Office of Price Administration, within whose jurisdiction they sell anthracite, for adjustment of their maximum prices for all anthracite sales to compensate for the increased cost of such specified anthracite.

An application may be filed between the first and tenth day of each month based upon the proportions of anthracite having different mine costs received during the previous calendar month and should request an adjusted price for a one-month period. Such application shall be in writing and set forth the following:

(i) Total tonnage of all anthracite received by the dealer during the previous calendar month.

(ii) Tonnage of anthracite specified in paragraph (a) (1) received during the previous calendar month.

(iii) State separately the tonnage of any higher cost anthracite received during the previous calendar month and subject to Regional Order No. G-34 (or any revisions thereof) under Revised Maximum Price Regulation No. 122, identifying such in the manner described therein.

(iv) Proposed increase above area ceiling price.

(v) A statement declaring that the applicant did not segregate higher cost anthracite during the previous calendar month and avail himself of the automatic increases under paragraph (a) hereof.

(vi) Any other pertinent information the District Director may request.

The District Director will either grant or deny the application, in whole or in part, in the light of the estimated average increase in supplier's maximum

prices for anthracite, based on dealer's total anthracite receipts during the previous calendar month, as compared with supplier's maximum prices established by § 1340.200 (a) (1) of Maximum Price Regulation No. 112. The order may incorporate appropriate provisions for recalculation of the permitted increase based upon changing mine costs.

2. Paragraph (d) is amended by adding the following order to the list of orders there enumerated.

Order No. G-45 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

This Amendment No. 2 to Second Revised Order No. G-26 shall become effective August 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 26th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-11865; Filed, August 8, 1944; 1:13 p. m.]

[Region II 2d Rev. Order G-26 Under RMPR 122, Amdt. 3]

ANTHRACITE COAL IN NEW YORK REGION

Amendment No. 3 to Second Revised Order No. G-26 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permitted increases in maximum prices for "Silver Brook", "Salem Hill", and other specified anthracite sold subject to designated area dollars-and-cents orders.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Second Revised Order No. G-26 is amended in the following respects:

Paragraph (a) (1) is amended by revising the permitted increases for sales of anthracite "produced and prepared by Penn Collieries Company" to read as follows:

For Sales of Anthracite "Produced and Prepared by Penn Collieries Company"

	Permitted per net ton increase above applicable area ceiling price for anthracite
Size:	
Broken, egg, stove, nut and pea	\$.65
Buckwheat	.50
Rice	.10

This Amendment No. 3 to Second Revised Order No. G-26 shall become effective August 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of August 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-11866; Filed, August 8, 1944; 1:14 p. m.]

[Cleveland Order 1 Under Restaurant MPR 2]

POSTING REQUIREMENTS IN CLEVELAND, OHIO, DISTRICT

For the reasons set forth in an Opinion issued simultaneously herewith and under the authority vested in the District Director of the Cleveland District Office of the Office of Price Administration by Section 16 of Restaurant Maximum Price Regulation No. 2, it is hereby ordered:

SECTION 1. *Posting requirements.* If you own or operate an eating or drinking establishment, you must, on or before August 16, 1944, show on a poster to be supplied by the Office of Price Administration, your lawful ceiling prices for 40 food items, and meals, as required by this Order and as set forth in Appendix A, hereto annexed.

(a) First list on the poster as many of the food items and meals listed in Appendix A of this order, as you offer for sale and your ceiling prices for each.

(b) If you do not offer all the 40 items listed in the table in Appendix A, list first those which you do offer, placing them on the poster in the order in which they appear in Appendix A. Then add as many other items which you usually offer to bring the total number to 40, with your ceiling price for each item.

(c) If you do not offer as many as 40 items, place on the poster all the items which you do offer and your ceiling price for each.

(d) List a la carte items first. In listing meals, list the entree and then indicate the type of meal, for example, steak dinner, leg of lamb dinner, filet of sole lunch, vegetable plate luncheon.

(e) The list of individual items may be printed or hand lettered in ink on the poster in letters large enough so that it can be easily read by your customers.

(f) You must place the poster near the main entrance of your establishment, or in a conspicuous place so that it will be plainly visible to your customers.

SEC. 2. *Filing of lists of posted prices.* When you have made up the list of food items and meals to be posted and your lawful ceiling price for each, you must make three copies of this list, and send or deliver it to your local War Price and Rationing Board on or before August 21, 1944. Each copy must be clear and legible, dated and signed by the owner or manager of your establishment, with the name and address of the establishment following the signature.

The War Price and Rationing Board shall check this list with your filed ceiling prices. If the prices check, the Board shall make a notation to this effect on one copy of the list and return it to you. You shall keep this copy in your establishment, and make it available for examination by any person during business hours.

If the prices on your list do not completely check with your filed ceiling prices, the Board will call you in for a conference, so that corrections can be made.

SEC. 3. *Replacement of posters.* If a poster is mutilated or becomes badly

soiled or otherwise damaged, it must be replaced by a new one which may be obtained from your War Price and Rationing Board upon presentation of the damaged poster. Erasures or changes of prices listed on the poster are prohibited. The new poster must be filled out exactly like the old one. Large establishments may receive extra posters.

Sec. 4. Geographical applicability. The provisions of this order extend to all eating and drinking establishments located within the Cleveland District of the Office of Price Administration.

Sec. 5. Exemptions. All establishments which are exempted from the provisions of Restaurant Maximum Price Regulation No. 2 are exempted from this Order.

This order shall become effective August 9, 1944.

NOTE: The reporting and record-keeping provisions of this order have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this first day of August 1944.

CLINTON M. FISKE,
District Director.

APPENDIX A

1. Orange Juice,— oz.
2. Half Grapefruit.
3. Dry Cereal with Milk.
4. Two Eggs.
5. Bacon and Two Eggs.
6. Combination Breakfast (Juice—2 Eggs—Toast and Coffee).
7. Toast.
8. Griddle Cakes.
9. Vegetable Soup.
10. Creamed Chicken—complete luncheon.
11. Hamburger.
12. Meat Loaf.
13. Fish (name kind).
14. Beef Stew.
15. Vegetable Plate.
16. Roast Beef.
17. Veal Cutlet.
18. Fried Chicken.
19. Liver and (Onions) or (Bacon).
20. Hamburger sandwich.
21. Ham Sandwich.
22. American Cheese Sandwich.
23. Hot Roast Beef Sandwich.
24. Spaghetti with Meat Sauce.
25. Baked Beans.
26. Potatoes (name kind).
27. Head Lettuce.
28. Oyster Stew.
29. Chow Mein.
30. Chop Suey.
31. Roast Pork—Complete Dinner.
32. Pork Chops.
33. Steak (name kind).
34. Leg of Lamb.
35. Apple Pie.
36. Ice Cream.
37. Gelatin Dessert.
38. Doughnuts.
39. Coffee.
40. Milk.

[F. R. Doc. 44-11862; Filed, August 8, 1944; 1:15 p. m.]

[Region IV Order G-10 Under SR 15]

FLUID MILK IN FARMVILLE, VA.

Order No. G-10 under § 1499.75 (a) (9) (i) of the General Maximum Price

Regulation, Supplementary Regulation No. 15. Adjustment of approved fluid milk prices in Farmville, Virginia.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration, Region IV by § 1499.75 (a) (9) (i) of the General Maximum Price Regulation, it is hereby ordered:

(a) *Adjustment of maximum prices for approved fluid milk in Farmville, Virginia.* On and after August 1, 1944 the maximum prices for approved fluid milk sold and delivered to any person within Farmville, Virginia at wholesale or retail in glass containers of one quart or less shall be:

	Quarts	Pints	$\frac{1}{2}$ Quarts	Half-Pints
	Cents	Cents	Cents	Cents
Wholesale.....	14	8	$6\frac{1}{2}$	4
Retail home delivered.....	16	9	7	4
Retail out-of-store.....	18	9	7	5

Retail sales of approved fluid milk by hotels, restaurants, soda fountains, cafes, bars and other eating establishments for consumption on the premises. The seller may use his established maximum price under the General Maximum Price Regulation, or he can determine his adjusted maximum price by adding to the wholesale price paid by him, three cents per pint, two and one-half cents per one-third quart and two cents per half-pint.

(b) *Applicability of the General Maximum Price Regulation and other supplementary regulations and orders of the Office of Price Administration.* Except as otherwise provided herein, all transactions subject to this Order remain subject to all the provisions of the General Maximum Price Regulation, together with all amendments, supplementary regulations and orders which have heretofore or may hereafter be issued. Specifically, but not by way of limitation, unless the context of this order otherwise requires, the provisions of § 1499.73a (a) (1) (viii) (b), (c), (d), (e), (f) and (g) and § 1499.73a (a) (1) (xi) (Supplementary Regulation No. 14A to the General Maximum Price Regulation as amended) shall be applicable and are made a part of this order. Unless the context otherwise requires, all terms used herein shall be construed in accordance with the provisions of § 1499.20 of the General Maximum Price Regulation, as amended.

(c) This order may be revoked, amended or corrected at any time.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued: July 29, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44-11863; Filed, August 8, 1944; 1:14 p. m.]

[San Antonio Rev. Order 1 Under Rev. Restaurant MPR 5-3]

MALT BEVERAGES IN SAN ANTONIO, TEX., DISTRICT

Revised Order No. 1 under Revised Restaurant Maximum Price Regulation No. 5-3. Food and drink sold for immediate consumption. Maximum prices for malt beverages sold for immediate consumption in the areas covered by Revised Restaurant Maximum Price Regulation No. 5-3.

Order No. 1 under Restaurant Maximum Price Regulation 5-3 is redesignated as Revised Order No. 1 under Revised Restaurant Maximum Price Regulation 5-3, and is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the San Antonio, Texas, District of the Office of Price Administration by General Order 50, issued by the Administrator of the Office of Price Administration, and Region V Delegation Order, and pursuant to Section 22 of Revised Restaurant Maximum Price Regulation 5-3, it is hereby ordered:

SECTION 1. What this order requires. If you are a person covered by Revised Restaurant Maximum Price Regulation 5-3, or if you are a proprietor of a seasonal eating or drinking place described in section 10, paragraph (a), of such Regulation, you must, notwithstanding the provisions of any other order or regulation, observe the ceiling prices established by this order for malt beverages and post prices subsequently specified.

Sec. 2. Your ceiling prices. Your ceiling prices for malt beverages are set forth below:

(a) *Bottled malt beverages.*

Brand or trade name	Maximum price per bottle		
	12 oz.	24 oz.	32 oz.
<i>Domestic Beer</i>			
A. B. C.....	13	.....	.....
Alpen Brau.....	13	.....	30
Berlin.....	13	.....	30
Birks.....	13	.....	30
Blue Bonnet.....	13	.....	30
Falstaff.....	13	.....	30
Grand Prize.....	13	.....	30
Gold Seal.....	13	.....	30
Griesdelfeck.....	13	.....	30
Haas.....	13	.....	30
High Brau.....	13	.....	.....
Jax.....	13	.....	30
Jefferson.....	13	.....	30
Koller.....	13	.....	.....
Lang.....	13	.....	.....
Lemp Red Label.....	13	.....	30
Lone Star.....	13	.....	.....
Mellow Brew.....	13	.....	30
Mountain Top.....	13	.....	.....
Muskegon.....	13	.....	.....
Old Gold.....	13	.....	30
Old King.....	13	.....	30
Pearl.....	13	.....	30
Prima.....	13	.....	30
Progress.....	13	.....	30
Regal.....	13	.....	30
Roebuck.....	13	.....	.....
Shiner.....	13	.....	.....
Southern Select.....	13	.....	30
Stag.....	13	.....	30
State.....	13	.....	30
Stern Brau.....	13	.....	30
Topaz.....	13	.....	.....
White Seal.....	13	.....	.....
Zollers-Blackhawk.....	13	.....	30
Zollers-Pilsener.....	13	.....	30
Barbarosa.....	18	.....	40
Birks Trophy.....	18	.....	40
Blatz.....	18	.....	40
Blatz Pilsener.....	18	.....	40

Brand or trade name	Maximum price per bottle		
	12 oz.	24 oz.	32 oz.
	<i>Cents</i>	<i>Cents</i>	<i>Cents</i>
Buckingham Ale.....	18	40	40
Budweiser.....	18	40	40
Canadian Ace.....	18	40	40
Commander Pilsner.....	18	40	40
Coors.....	18	40	40
Country Club.....	18	40	40
Embassy Club.....	18	40	40
Eulberg.....	18	40	40
Gold Label.....	18	40	40
Grain Belt.....	18	40	40
Hamm's Preferred.....	18	40	40
Jung Pilsener.....	18	40	40
Kingsbury Pale.....	18	40	40
Lemp Black Label.....	18	40	40
Millers High Life.....	18	40	40
Muehlebach Pilsener.....	18	40	40
Old Style Lager.....	18	40	40
Old Timer.....	18	40	40
Pabst Blue Ribbon.....	18	40	40
Peerless.....	18	40	40
Pilsener Club.....	18	40	40
Pioneer.....	18	30	40
Polo.....	18	30	40
Port.....	18	40	40
Pom-Roy.....	18	40	40
Schlitz.....	18	40	40
Schoof's Highland.....	18	40	40
Silver Cream.....	18	40	40
Silver Fox.....	18	40	40
Six Horses.....	13	40	40
Staats.....	18	40	40
Storck.....	18	40	40
Victory.....	18	40	40
Red Top Ale.....	20	40	44
Pabst Ale.....	23	40	40
Van Merrit.....	23	40	40
Corona.....	23	40	40
Carta Blanca.....	23	40	40
Monterrey.....	23	40	40
Nortena.....	23	40	40
Bohemia (6.8 oz. 18¢).....	25	40	40

(b) *Malt beverages on draught.* Any or all brands of domestic malt beverage (beer or ale) sold on draught by any "eating or drinking place", to which this Order applies, may be sold at a price not in excess of one cent (1¢) for each fluid ounce, exclusive of foam; *Provided, however,* That Michelob brand draught beer may be sold for one and one-half cents (1½¢) for each fluid ounce, exclusive of foam; *Provided further,* That on the sale of draught beer in quantities of eight ounces or more, an additional 1 cent (1¢) may be added to the total price.

(c) *Unbranded beverages.* Your ceiling price for any bottled malt beverage which does not carry a brand or trade name at the time of sale shall be the lowest ceiling price established by paragraph (a) above for the same size bottle of malt beverage.

(d) *New and unlisted brands.* Your ceiling prices for new brands of malt beverages or brands which are not listed above must be determined in advance of sale by making application to the District Office of the Office of Price Administration. This office will establish your ceiling price or prices and notify you accordingly. Your application need not be in any set form but must include your name and address; the location and type of eating and drinking place; the trade name or brand of the beverage or drink for which you apply for a ceiling price; the size of the bottle or glass sold to consumers; and a description of the unit of purchase and the delivered cost per unit to you.

(e) *Addition of taxes.* The dollars-and-cents maximum prices for the beverage items listed in the preceding paragraphs of this section include all mu-

nicipal, state and federal taxes, except the federal cabaret tax. In addition to the prices listed herein, you may charge the amount of cabaret tax provided the following conditions are met:

(1) You are liable for payment of a cabaret tax on the sale being made;

(2) You actually pay the additional amount collected for this purpose; and

(3) You state and collect the tax separately.

When the amount of the total sale plus the exact amount of the tax results in a figure with a fractional cent, the amount to be collected shall be raised to the next higher cent if the fraction is one-half cent or more and shall be reduced to the nearest lower cent if the fraction is less than one-half cent.

(f) *Evasion.* You must not evade the ceiling prices established by this section by any type of evasion, scheme or device. Among other things, you must not:

(1) Make any charge for the icing or cooling of the malt beverages covered by this order;

(2) Increase any cover, minimum, bread-and-butter, service, corkage, entertainment, check-room, parking or any other special charges, or make such charges when they were not in effect in the seven-day period April 4 to April 10, 1943, except that a cover or minimum charge in effect during such period may be increased in accordance with customary practice, where it was the practice to vary the charge in accordance with the type of entertainment offered and the increase does not cause the charge to go above the highest charge made during the last twelve-month period;

(3) Require as a condition of sale of a beverage item covered by this order the purchase of other items or meals when such condition was not in effect during the period April 4 to April 10, 1943.

SEC. 3. *You must post prices.* You must post the prices of the malt beverages sold by you either by:

(a) Supplying menus or bills of fare to your customers containing the brand name, quantity and price of all malt beverages which are sold by you subject to this order, or

(b) Posting a sign in a place where it can easily be read by your customers. On the sign, you must show the brand name, quantity and prices of the malt beverages you are selling subject to this order.

SEC. 4. *Exempt sales.* Sales which are exempt by section 18 of Revised Restaurant Maximum Price Regulation 5-3 are likewise exempt by this order. Hotel room service sales are also exempt from this order, but remain subject to Revised Restaurant Maximum Price Regulation 5-3.

SEC. 5. *Licensing.* By Licensing Order 1, which is hereby incorporated in this order by reference, you are required to have a license with which you are automatically vested. No steps need be taken by you to procure this license, but if you violate this order, the license may be suspended so as to make it unlawful for you to do business during the period of suspension.

SEC. 6. *Definitions.* (a) "Malt beverage" means any malt beverage produced either within or without the continental United States which commonly goes by the name of beer or ale.

(b) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of the foregoing.

(c) "Hotel room service" means sale to a guest or guests in a hotel room when delivery is made to a guest's hotel room.

(d) "Hotel" means any establishment generally regarded as such in its community and used predominantly for transient occupancy.

(e) *Other definitions.* Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 7. *Enforcement.* "Persons" violating any provisions of this order are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages, provided by the Emergency Price Control Act of 1942, as amended.

SEC. 8. *Adjustment, revocation and amendment.* (a) Section 19 of Revised Restaurant Maximum Price Regulation 5-3, relating to adjustment, shall not be applicable to the items covered by this order, but this order may be revoked, amended or corrected at any time.

(b) You may petition for an amendment of any provision of this order (including a petition pursuant to Supplementary Order 28) by proceeding in accordance with Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

SEC. 9. *Effective date.* This order becomes effective at 12:01 a. m., central war time, April 17, 1944.

NOTE: The reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order 50, 8 F.R. 4808; and Revised Restaurant MPR 5-3)

Issued at San Antonio, Texas, this 13th day of April 1944.

FRANK M. COVERT, Jr.,
District Director.

[F. R. Doc. 44-11864; Filed, August 8, 1944; 1:14 p. m.]

[Region VIII Order G-12 Under 3 (c)]

TIRES IN DESIGNATED WESTERN STATES

Order No. G-12 under § 1499.3 (c) as amended of the General Maximum Price Regulation. Continuous and noncontinuous tread tires. Maximum prices for

sales at retail of continuous and non-continuous tread tires.

For the reasons set forth in the accompanying opinion and pursuant to the authority conferred upon the Regional Administrator by section 3 (c) of the General Maximum Price Regulation and Revised General Order 32, it is ordered as follows:

a. The maximum prices for sales at retail by sellers of the following commodities who did not sell the same, similar, or comparable commodities in March, 1942 and whose closest competitors did not sell the same or similar commodities in March, 1942 shall be as follows:

Item	Maximum price
Continuous tread tires in sound condition:	
13.00 x 24—8 ply Earth Movers.....	\$51.95
9.00 x 16—8 ply Truck Tires.....	81.66
30 x 3½—4 ply Passenger Car Tires..	3.80

b. Tires of the sizes and description hereby priced but which do not have continuous tread and are not in sound condition shall be priced under the General Maximum Price Regulation.

c. This order shall apply to all sales and deliveries in the States of California, Washington, Nevada, Oregon, except Malheur County, and Arizona, except those portions of Coconino County and Mohave County lying north of the Colorado River; and the following counties in the State of Idaho: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

This order shall take effect July 31, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 29th day of July 1944.

CHAS. R. BAIRD,
Regional Administrator.

[F. R. Doc. 44-11871; Filed August 8, 1944; 1:14 p. m.]

[Region VIII Order G-97 Under 18 (c)]

BEAGLE PRODUCTS CO.

ADJUSTMENT OF MAXIMUM PRICE

Order No. G-97 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for sales by certain sellers of rice hull ash.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation, it is hereby ordered:

(a) The adjusted maximum price at which any purchaser, who purchases rice hull ash from Beagle Products Company, 3327 Cutter Way, Sacramento, California, may sell such rice hull ash to any person shall be the price of such purchaser as determined under § 1499.2 of the General Maximum Price Regulation, plus \$3.50 per ton.

(b) This order may be revoked, amended, or corrected at any time.

This order shall become effective five days after its issuance.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 31st day of July 1944.

CHAS. R. BAIRD,
Regional Administrator,

[F. R. Doc. 44-11870; Filed, August 8, 1944; 1:14 p. m.]

[Richmond Order 1 Under Gen. Order 50, Amdt. 4]

MALT AND CEREAL BEVERAGES IN RICHMOND, VA., DISTRICT

Pursuant to instructions of the Regional Administrator, Region IV, and under the authority vested in the District Director of the Richmond District Office of Region IV of the Office of Price Administration by General Order Number 50, issued by the Administrator of the Office of Price Administration, and Revised Regional Delegation Order Number 17, issued May 5, 1944, *It is hereby ordered:*

1. In further amendment of Order Number 1 (as issued June 29, 1944, under General Order Number 50 and as amended) amendments numbers 1, 2 and 3 thereof, issued and effective July 24, 1944, are hereby revoked, but to the extent only that the same became and have been effective within that portion of the Commonwealth of Virginia described in paragraph 2 hereof.

2. The provisions of this amendment extend to all eating and drinking places or establishments located within the counties of Elizabeth City, Nansemond, Norfolk, Princess Anne and Warwick, all towns and municipalities in the said counties and the cities or towns of Hampton, Newport News, Norfolk, Portsmouth, South Norfolk and Suffolk.

3. The said amendments 1, 2 and 3 having been revoked as aforesaid, the said Order Number 1, as first issued, is made fully effective within the area described in paragraph 2.

4. This amendment becomes effective immediately upon issuance.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; GO 50, 8 F.R. 4808; Rev. Reg. Deleg. Order 17)

Issued July 28, 1944.

J. FULMER BRIGHT,
District Director.

[F. R. Doc. 44-11875; Filed, August 8, 1944; 4:11 p. m.]

[Region VIII Order G-3 Under 18 (c), Amdt. 42]

FLUID MILK IN WASHINGTON

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15,

and special authorization conferred by the Price Administrator, *It is hereby ordered*, That Order No. G-3 under § 1499.18 (c), as amended, of the General Maximum Price Regulation be amended as set forth below:

(a) Section (1) is hereby amended by adding to the schedule of prices at the end thereof, the following:

Port Ludlow		
	Wholesale	Retail—home delivered
Quart.....	\$0.11	\$0.13
Pint.....		.07

(b) Section 5 (d) of Order No. 4 is amended to read as follows:

(a) *Spokane*, including an area within a radius of 15 miles thereof.

(b) *Pasco*, and including an area within a radius of 10 miles thereof.

(c) *Kennewick*, including an area within a radius of 10 miles thereof.

(d) *Everett*, and including an area within a radius of 10 miles thereof; excepting, however, any part of Whidby Island or Camano Island.

(e) *Port Ludlow*, and including an area within a radius of 5 miles thereof.

(f) Including an area within a radius of 3 miles of any other city named herein. All radii are to be determined from the corporate limits of any city named herein.

This amendment shall become effective August 8th 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; and E.O. 9328, 8 F.R. 4681)

Issued this 3d day of August 1944.

BEN C. DUNNWAY,
Acting Regional Administrator

[F. R. Doc. 44-11879; Filed, August 8, 1944; 4:10 p. m.]

[Spokane Order 9-B Under MPR 420]

PLUMS IN SPOKANE, WASH., DISTRICT

Order No. 9-B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Plums.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426 as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

With respect to the commodity described in line (a) of "Table X," there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt.

by said method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said "Table X," there is also set forth in said table in line (f), the freight charge by said method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

- (a) Commodity: Plums 4 (4 x 5 size) Baskets in crate.
 (b) Basing Point: Sacramento, California.
 (c) Wholesale receiving point: Kennewick, Washington.
 (d) Method of transportation: Carlot to Portland—LCL Portland to Kennewick.
 (e) Freight rate by Method (d) from basing point to wholesale receiving point: \$1.03 cwt.

	Per unit of sale	
	Per crate of 32 pounds gross	Per pound, graded and packed
(f) Freight charge by Method (d).....	\$0.33	\$0.010
(g) Basing-point cost.....	2.83	.103
(h) Protective services.....	.04	.003
(i) Maximum prices in wholesale receiving point (sum of "f," "g," and "h").....	3.25	.116

NOTE: Adjust prices for other sizes as given in Amendment 44 to MPR 426.

This order shall become effective July 27, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of July 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-11876; Filed, August 8, 1944; 4:10 p. m.]

[Spokane Order 10-B Under MPR 426]

PLUMS IN SPOKANE, WASH., DISTRICT

Order No. 10-B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Plums.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426 as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

With respect to the commodity described in line (a) of "Table X," there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of

transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight per cwt. by said method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said "Table X," there is also set forth in said table in line (f), the freight charge by said method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

- (a) Commodity: Plums 4 (4 x 5 size) Baskets in crate.
 (b) Basing Point: Sacramento, California.
 (c) Wholesale receiving point: Walla Walla, Washington.
 (d) Method of transportation: Carlot to Portland—LCL to Walla Walla.
 (e) Freight rate by Method (d) from basing point to wholesale receiving point: \$1.23 cwt.

	Per unit of sale	
	Per crate of 32 pounds gross	Per pound, graded and packed
(f) Freight charge by Method (d).....	\$0.33	\$0.012
(g) Basing-point cost.....	2.83	.103
(h) Protective services.....	.04	.003
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h").....	3.31	.118

NOTE: Adjust price for other sizes as given in Amendment 44 to MPR 426.

This order shall become effective July 27, 1944, and may be revoked, amended or corrected at any time.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 27th day of July 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-11877; Filed, August 8, 1944; 4:11 p. m.]

[Spokane Order 11-B Under MPR 426]

CANTALOUPE IN SPOKANE, WASH., DISTRICT

Order No. 11-B under section 8 (a) (7) of Maximum Price Regulation No. 426 as amended. Cantaloupes.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426 as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

With respect to the commodity described in line (a) of "Table X," there is

set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said "Table X," there is also set forth in said table in line (f), the freight charge by said method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

- (a) Commodity: Cantaloupes.
 (b) Basing Point: Mendota, California.
 (c) Wholesale receiving point: Lewiston, Idaho.
 (d) Method of transportation: Carlot to Portland—LCL to Lewiston.
 (e) Freight rate by method (d) from basing point to wholesale receiving point: \$1.36 per cwt.

	Per unit of sale	
	Per standard crate of 33 pounds	Per pound
(f) Freight charge by Method (d).....	\$0.93	-----
(g) Basing-point cost.....	2.20	-----
(h) Protective services.....	.24	-----
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h").....	3.37	\$0.032

This order shall become effective August 1, 1944, and may be revoked, amended or corrected at any time.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of August 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-11878; Filed, August 8, 1944; 4:11 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on August 8, 1944.

REGION I

Boston Order P-1, covering fresh fish and seafood in certain areas in Calif., filed 9:51 a. m.

REGION II

Albany Order 1-F, Amendment 19, covering fresh fruits and vegetables in certain cities in New York, filed 10:42 a. m.

Buffalo Order 1-F, Amendment 15, covering fresh fruits and vegetables in certain named cities and towns in New York, filed 10:42 a. m.

Buffalo Order 1-F, Amendment 16, covering fresh fruits and vegetables in designated cities and town in New York, filed 10:40 a. m.

Buffalo Order 2-F, Amendment 17, covering fresh fruits and vegetables in Rochester, E. Rochester, Fairport and Pittsford, filed 10:40 a. m.

Philadelphia Order 1-F, Amendment 17, covering fresh fruits and vegetables in city and County of Philadelphia, filed 10:42 a. m.

Philadelphia Order 2-F, Amendment 2, covering fresh fruits and vegetables in designated areas in Penna., filed 10:42 a. m.

Philadelphia Order 3-F, Amendment 2, covering fresh fruits and vegetables in designated areas in Penna., filed 10:42 a. m.

Philadelphia Order 4-F, covering fresh fruits and vegetables in Bucks, Chester and Montgomery, Penna., filed 9:51 a. m.

Philadelphia Order 5-F, covering fresh fruits and vegetables in certain counties in Penna., filed 9:51 a. m.

REGION III

Cincinnati Order 1-F, Amendment 42, covering fresh fruits and vegetables in Hamilton, Ohio, filed 10:43 a. m.

Lexington Order 1-F, Amendment 41, covering fresh fruits and vegetables in Fayette County, Kentucky, filed 10:43 a. m.

Lexington Order 2-F, Amendment 35, covering fresh fruits and vegetables in Campbell and Kenton, Kentucky, filed 10:43 a. m.

Lexington Order 3-F, Amendment 32, covering fresh fruits and vegetables in Boyd, Kentucky, filed 10:45 a. m.

Lexington Order 12, Amendment 13, covering community food prices in certain areas in Kentucky, filed 10:45 a. m.

Louisville Order 1-F, Amendment 5, covering fresh fruits and vegetables in certain counties in Kentucky and Indiana, filed 10:40 a. m.

Louisville Order 2-F, Amendment 5, covering fresh fruits and vegetables in McCracken, Kentucky, filed 10:36 a. m.

Louisville Order 3-F, Amendment 5, covering fresh fruits and vegetables in Daviess and Henderson, Kentucky, filed 10:36 a. m.

REGION IV

Jacksonville Order 3-F, Amendment 13, covering fresh fruits and vegetables in Tampa, Florida, filed 9:57 a. m.

Jacksonville Order 6-F, Amendment 14, covering fresh fruits and vegetables in Jacksonville, Florida, filed 9:57 a. m.

Nashville Order 5-F, Amendment 26, covering fresh fruits and vegetables in certain counties in Virginia, filed 10:36 a. m.

Nashville Order 5-F, Amendment 27, covering fresh fruits and vegetables in certain counties in Virginia, filed 10:36 a. m.

Nashville Order 10-F, Amendment 7, covering fresh fruits and vegetables in certain counties in Nashville District, filed 9:57 a. m.

REGION V

Shreveport Order G-13, Amendment 3, covering poultry in certain parishes in Louisiana, filed 10:45 a. m.

Shreveport Order G-14, Amendment 4, covering poultry in certain parishes in Louisiana, filed 9:56 a. m.

REGION VI

Duluth-Superior Order 1-F, Amendment 23, covering fresh fruits and vegetables in Duluth, Proctor and Superior, filed 9:54 a. m.

La Crosse Order 1-F, Amendment 27, covering fresh fruits and vegetables in La Crosse, Wisc., and Winona, Minn., filed 9:56 a. m.

La Crosse Order 3-F, Amendment 23, covering fresh fruits and vegetables in Eau Claire and Chippewa Falls, Wisconsin, filed 9:56 a. m.

La Crosse Order 4-F, Amendment 23, covering fresh fruits and vegetables in Sparta, Wisc., filed 9:55 a. m.

La Crosse Order 5-F, Amendment 23, covering fresh fruits and vegetables in Rochester, Minn., filed 9:55 a. m.

La Crosse Order 2-F, Amendment 7, covering fresh fruits and vegetables in certain areas in Wisc., filed 9:55 a. m.

Peoria Order 1-F, Amendment 11, covering fresh fruits and vegetables in certain areas in Ill., filed 9:53 a. m.

Peoria Order 2-F, Amendment 13, covering fresh fruits and vegetables in certain areas in Taxewell, Ill., filed 9:45 a. m.

Peoria Order 2-F, Amendment 13, covering fresh fruits and vegetables in certain areas in Will, Ill., filed 9:53 a. m.

Peoria Order 4-F, Amendment 8, covering fresh fruits and vegetables in certain areas in McLean, Ill., filed 9:53 a. m.

Sioux Order 2-F, Amendment 28, covering fresh fruits and vegetables in certain areas in Nebraska, filed 9:55 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-11894; Filed, August 9, 1944;
11:16 a. m.]

WAR FOOD ADMINISTRATION.

DESIGNATION OF PERSONS TO HOLD HEARINGS, TO SIGN AND ISSUE SUBPENAS, AND TO ADMINISTER OATHS OR AFFIRMATIONS

The name of Aram D. Manuelian is hereby added to the list of persons appearing in paragraph (A) of the "Designation of Persons to Hold Hearings, to Sign and Issue Subpenas, and to Administer Oaths or Affirmations", issued by the Secretary of Agriculture and the Assistant War Food Administrator on October 25, 1943 (8 F.R. 14592), and the said Aram D. Manuelian is authorized to perform any acts and to exercise any powers specified in such designation.

Done at Washington, D. C., this 8th day of August 1944.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.
ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-11872; Filed, August 8, 1944;
3:09 p. m.]

OFFICE OF ECONOMIC STABILIZATION.

[Directive, July 17, 1944, Amdt. 1]

CANNED VEGETABLES, 1944

SUBSIDY PAYMENTS

The War Food Administrator having submitted certain information and recommendations to me on July 6, 1944, and the Price Administrator having submitted certain information and recommendations to me on July 15, 1944, with reference to a program for the payment of subsidies on eligible sales made during the period March 1, 1944 to April 30, 1945, both dates inclusive, on products processed from green peas, snap beans,

19 F.R. 8221.

sweet corn, and tomatoes I hereby find that:

1. The payment of the subsidy on canned green peas, snap beans, sweet corn, tomatoes, and tomato juice and on such other products of the four major vegetables as may later be included, will effectuate the purposes of the hold-the-line order, specifically, the policy established by Executive Orders 9250 and 9328;

2. The payment of the subsidy on completed sales of the specified canned products will greatly facilitate the administration of the subsidy program;

3. Under Maximum Price Regulation 306, which continues in effect, canners cannot comply with increases over 1943 support prices established by the 1944 grower support program without provision for a correspondingly higher subsidy;

4. The agreed pricing method for the 1944 pack of canned fruits and vegetables will be fulfilled.

The Office of Price Administration is hereby authorized and directed:

1. To establish civilian maximum prices for canned green peas, snap beans, sweet corn, tomatoes and tomato juice which will reflect approximately the average of prices established for such products in 1943;

2. To establish for all other products, except canned tomato soup and canned green pea soup, produced wholly or in part from the four major vegetables, civilian maximum prices at a level reflecting increases in raw material and other costs pursuant to my Directive of April 6, 1944;

3. To determine and furnish to the War Food Administration, as soon as calculations have been completed, the amount of subsidy necessary to maintain the 1943 level of prices;

4. To calculate this subsidy by computing the difference between the 1943 average price for civilian sales and the mid-point of the 1944 range of gross maximum prices.

The War Food Administration is hereby authorized and directed:

1. To absorb by the use of Commodity Credit Corporation funds the differential from the 1944 gross maximum price established by the Office of Price Administration for civilian sales of the five products named above;

2. To subsidize these five products, until the effective date of the new regulation for the 1944 pack of canned fruits and vegetables, by absorbing the increased cost of the raw material of the four major vegetables;

3. To subsidize canned tomato soup and canned green pea soup by continuing to absorb the increase by area between the average prices paid in 1942 and the 1944 grower support prices for processing for tomatoes and green peas used in producing these soups.

Dated this 8th day of August 1944.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44-11881; Filed, August 8, 1944;
4:25 p. m.]